

**OCEANO COMMUNITY SERVICES DISTRICT**  
**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**  
**CONSTRUCTION CONTRACT**  
**FOR**  
**OCEANO, CA**  
**CONTRACT NO. 2023-01**

OCEANO COMMUNITY SERVICES DISTRICT

CONSTRUCTION CONTRACT

STORM WATER CAPTURE AND  
GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup>  
STREET

PROJECT # 2023-01



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## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT entered into on \_\_\_\_\_, 2023 ("Execution Date") by and between the OCEANO COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and R. BURKE CORPORATION. ("Contractor"), is made with reference to the following:

### **RECITALS:**

A. District is a community services district duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Contractor is a Corporation or company duly organized and in good standing in the State of California, License Number 264193. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience, and expertise to perform the obligations set forth in this Construction Contract.

C. On September 18, 2023, District issued a Notice Inviting Bids to contractors for Storm Water Capture and Groundwater Recharge Project – 19<sup>th</sup> Street. A copy of District's Notice Inviting Bids and Instructions to Bidders is attached hereto as Exhibit "A" and incorporated by reference. In response to District's Notice Inviting Bids, Contractor submitted its Bid. A copy of Contractor's Bid is attached hereto as Exhibit "B" and incorporated herein by reference. Also attached hereto and incorporated by reference are the following:

- Exhibit C – General Conditions.
- Exhibit D – Special Provisions and/or Technical Specifications, Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items including:
  - County of San Luis Obispo Encroachment Permit ENC 20220255
  - Earth Systems Geotechnical Engineering Report and Infiltration Test Results
  - Proposition 1 Funding Agreement for Grant Agreement No. D2112146
- Exhibit E – Plans and Drawings.
- Exhibit F – Performance and Payment Bonds.
- Exhibit G – Insurance Requirements.
- Exhibit H – Rules Governing Bid Protests

D. District and Contractor desire to enter into this Construction Contract for the Storm Water Capture and Groundwater Recharge Project – 19<sup>th</sup> Street, and other services as identified in the Bid Documents upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

**SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS.****1.1 Recitals.**

All of the recitals are incorporated herein by reference.

**1.2 Definitions.**

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

**SECTION 2 THE PROJECT.**

The Project is the construction of the Storm Water Capture and Groundwater Recharge Project – 19<sup>th</sup> Street ("Project").

**SECTION 3 THE CONTRACT DOCUMENTS.**

The Contract Documents consist of the following collection of documents:

- (i) Executed Construction Contract between District and Contractor.
- (ii) Notice Inviting Bids.
- (iii) Instructions to Bidders.
- (iv) Bidding Addenda.
- (v) Contractor's Bid.
- (vi) General Conditions.
- (vii) Special Provisions and/or Technical Specifications, Reports, Supplements, Attachments, Modifications, and Exhibits
- (viii) Plans and Drawings.
- (ix) Performance and Payment Bonds.
- (x) Insurance Forms.
- (xi) Reports listed in the Bidding Documents.
- (xii) Supplements, Attachments, and Exhibits attached to the above items.
- (xiii) Modifications.
- (xiv) Change Orders.
- (xv) Field Orders.
- (xvi) Other documents as so designated by written agreement of the Parties.

**SECTION 4 THE WORK.**

The Work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Changes requested by District, in accordance with the Contract Documents and all Applicable Code Requirements.

**SECTION 5 PROJECT TEAM.**

In addition to Contractor, District has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Project requires that Contractor operate efficiently, effectively, and cooperatively with District as well as

all other members of the Project Team.

## **SECTION 6                      TIME OF COMPLETION.**

### **6.1      Time Is of the Essence.**

Time is of the essence with respect to all time limits set forth in the Contract Documents.

### **6.2      Commencement of Work.**

Contractor shall commence the Work on the date specified in District's Notice to Proceed.

### **6.3      Contract Time.**

Contractor shall diligently prosecute the Work to Substantial Completion within 70 working days (or approximately 100 Calendar Days) after the date specified in District's Notice to Proceed.

### **6.4      Liquidated Damages.**

#### **6.4.1    Entitlement.**

District and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, District will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to:

- (i)      Loss of public confidence in District and its contractors and consultants.
- (ii)     Loss of public use of public facilities.
- (iii)    Extended disruption to public.

#### **6.4.2    Daily Amount.**

District and Contractor have reasonably endeavored, but failed, to ascertain the precise amount in relation to the actual damage that District will incur if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which District may be entitled, in the event Contractor shall fail to achieve Substantial Completion of the entire Work within the Contract Time, Contractor shall pay District as liquidated damages the amount of \$250.00 per day for each Day occurring after the expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work. The liquidated damages amount is not a penalty but considered to be a reasonable estimate of the amount of damages District will suffer.

#### **6.4.3    Apportionment.**

Such liquidated damages shall be subject to apportionment for delays to Substantial Completion for which Contractor is entitled to receive an extension of time under the Contract Documents. Such apportionment shall not be affected by the fact that liquidated damages may not be capable of apportionment for other periods of time during which there have occurred delays concurrently caused by both District and Contractor. It being the Contractor's obligation to have the entire Work Substantially Completed within the Contract Time, it is agreed that such liquidated damages shall not be apportioned for portions of the Work completed prior to expiration of the Contract Time.

**6.4.4 Damages upon Abandonment.**

In the event that Contractor either abandons the Work or is terminated for default in accordance with the provisions of Section 15 of this Construction Contract, District shall have the right to liquidated damages pursuant to Paragraph 6.4 in addition to all actual Losses proximately resulting from Contractor's failure to complete the Work within the Contract Time.

**6.4.5 Other Remedies.**

The parties further acknowledge and agree that District is entitled to any and all available legal and equitable remedies District may have where District's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

**6.5 Adjustments to Contract Time.**

The Contract Time may only be adjusted for time extensions approved by District and agreed to by Change Order executed by District and Contractor in accordance with the requirements of the Contract Documents.

**6.6 Additional Compensation to Contractor.**

The Contract Sum shall be increased by the amount of \$250.00 for each day of extension to the Contract Time that is permitted under the terms of the General Conditions solely due to Compensable Delay occurring prior to Substantial Completion, but only to the extent that such Compensable Delay is not concurrent with a Non-Compensable Delay.

Regardless of the cause of the Delay (including, without limitation, acts or omissions of District or its consultants, errors, conflicts or omissions in the Contract Documents, or Changes to the Work), Contractor agrees to accept the compensation provided for in this Paragraph as its sole and exclusive right, remedy and recovery arising from or related to any Delay, interruption, hindrance, compression, acceleration, disruption or the impact or ripple effect of Delays on the Work, that may occur in connection with Contractor's performance of Work on the Project and for any resulting foreseen or unforeseen:

- (i) Overhead expenses such as, but not limited to, additional supervision, administration, extended or extraordinary overhead (direct or home office), insurance or bond costs; and
- (ii) Productivity expenses such as additional loss of productivity, inefficiency, and escalation of costs of labor, wage, material, or equipment.

**SECTION 7                      COMPENSATION TO CONTRACTOR.****7.1 Contract Sum.**

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of One Million One Hundred Twenty-Six Thousand One Hundred Twelve Dollars (\$1,126,112.00).

**7.2 Full Compensation.**

The Contract Sum shall be full compensation for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by District, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work. The Contract Sum may only be adjusted for Change Orders issued, executed, and satisfactorily performed in accordance with the requirements of the Contract Documents.

**7.3 Compensation for Extra or Deleted Work.**

The Contract Sum shall be adjusted (either by addition or credit) for Changes in the Work involving Extra Work or Deleted Work based on both of the following:

- (i) The sum of Allowable Costs as defined in Paragraph 7.2.5 of the General Conditions to be added (for Extra Work) or credited (for Deleted Work); and
- (ii) An additional sum (for Extra Work) or deductive credit (for Deleted Work) based on Contractor Markup and Subcontractor/Sub-subcontractor Markups allowable pursuant to this Section 7.3.

Contractor Markup and Subcontractor/Sub-subcontractor Markups set forth herein are the full amount of compensation to be added for Extra Work or to be subtracted for Deleted Work that is attributable to overhead (direct and indirect) and profit of Contractor and of its Subcontractors and Sub-subcontractors, of every Tier. Contractor Markup and Subcontractor/Sub-subcontractor Markups, which shall not be compounded, shall be computed as follows:

**7.3.1 Self-Performed Work.**

Fifteen percent (15%) of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by Contractor with its own forces.

**7.3.2 Subcontractors.**

15% of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by a first Tier Subcontractor with its own forces, plus 2.5% thereon for Contractor Markup.

**7.3.3 Sub-subcontractors.**

15% of the Allowable Costs of that portion of the Work to be performed by Sub-subcontractors of the second and lower Tier with their own forces, plus 2.5% thereon for the Subcontractor, plus 2.5% on the combined total thereof for Contractor Markup.

**SECTION 8 STANDARD OF CARE.**

Contractor agrees that the Work shall be performed by qualified, experienced, and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project.

## **SECTION 9                    INDEMNIFICATION.**

### **9.1     Hold Harmless.**

To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless District, its District Board of Directors, officers, agents, employees, representatives, and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to District, from and against any and all Losses, claims, causes of action arising directly or indirectly from, or in any manner relating to any of, the following:

- (i) Performance or nonperformance of the Work by Contractor or its Subcontractors or Sub-subcontractors, of any Tier;
- (ii) Performance or nonperformance by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, of any of the obligations under the Contract Documents;
- (iii) The construction activities of Contractor or its Subcontractors or Sub-subcontractors, of any Tier, either on the Site or on other properties;
- (iv) The payment or nonpayment by Contractor of any of its Subcontractors or Sub-subcontractors, of any Tier, for Work performed on or off the Site for the Project; and
- (v) Any personal injury, including but not limited to bodily injury or death, arising out of or relating the performance or non-performance of the Work.
- (vi) Any injury, property damage or economic loss to third parties associated with the performance or nonperformance by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, of the Work.

However, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for Losses resulting from the sole or active negligence or willful misconduct of the Indemnitee. Contractor shall pay District for any costs incurred in enforcing this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against District or any other Indemnitee.

### **9.2     Survival.**

The provisions of Section 9 shall survive the termination of this Construction Contract.

## **SECTION 10                    COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS.**

This Project constitutes "public works" within the meaning of California Labor Code section 1720 and section 1770 and is subject to the prevailing wage laws. Contractor agrees to be subject to and comply with all applicable federal, state and municipal laws, codes, ordinances and regulations governing the Work, including, but not limited to applicable provisions of the California Labor Code.

## **SECTION 11                    INSURANCE AND BONDS.**

Prior to the commencement of any Work, Contractor shall provide District with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions. Failure to do so shall be deemed a material breach of this Construction Contract.

## **SECTION 12            PROHIBITION AGAINST TRANSFERS.**

District is entering into this Construction Contract based upon the stated experience and qualifications set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate, or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of District. Any assignment, hypothecation, or transfer without said consent shall be null and void.

For purposes of applying the provisions of this Section, the sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venture or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

## **SECTION 13            NOTICES.**

### **13.1 Method of Notice.**

Except as provided in Section 13.2 below, all notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and conclusively shall be deemed served on the earlier of the following:

- (i) On the date delivered, if delivered personally;
- (ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- (iii) On the date sent, if sent by facsimile transmission; or
- (iv) On the date it is accepted or rejected, if sent by certified mail.

### **13.2 Notice Recipients.**

All notices, demands or requests (including, without limitation, Claims) from Contractor to District at:

Oceano Community Services District  
 1655 Front Street  
 Oceano, CA 93455  
 Attn: General Manager

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Daniel Cheung  
 P.O. Box 3835  
 San Luis Obispo, CA 93403-3835

All Claims shall be delivered personally or sent by certified mail.



All notices, demands, requests or approvals from District to Contractor shall be addressed to:

Contractor contact information:

R. Burke Corporation  
 Robert E. Burke, President  
 P.O. Box 957  
 San Luis Obispo, CA 93406-0957

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### **13.3 Change of Address.**

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may, by written notice only, add, delete or replace any listed individuals.

## **SECTION 14 DISPUTE RESOLUTION.**

### **14.1 Resolution of Contract Disputes.**

Contractor Claims (as defined by Public Contract Code Section 9204(c)) and General Conditions Section 1.1.18 shall be resolved by the parties in accordance with General Conditions Section 4.2 and applicable law. The procedures set forth in General Conditions Section 4.2 shall be the exclusive recourse of Contractor for such claims.

### **14.2 Resolution of Other Disputes.**

#### **14.2.1 Other Disputes.**

The definition of Contractor Claims shall not include any of the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency (other than relief from damages or penalties for delay assessed by a public entity under a contract for a public works project);
- (ii) Third party tort claims for personal injury, property damage or death relating to any Work performed by Contractor or its Subcontractors or Sub-subcontractors of any Tier;
- (iii) False claims liability under California Government Code Section 12650, et. seq.;
- (iv) Defects in the Work first discovered by District after Final Payment by District to Contractor; or
- (vi) The right of District to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other District claims against the Contractor.

#### **14.2.2 Litigation, District Election.**

Matters that do not constitute Contractor Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of San Luis Obispo, and shall not be subject to the Contract Dispute Resolution Process. However, the District reserves the right, in its sole and absolute discretion, to

treat such disputes as Contract Disputes.

Upon written notice by District of its election as provided in the preceding sentence, such dispute shall be submitted by the parties and finally decided pursuant to the Contract Dispute Resolution Process in the manner as required for Contract Disputes, including, without limitation, District's right under Paragraph 14.4.2 to defer resolution and final determination until after Final Completion of the Work.

### **14.3 Submission of Contractor Claim.**

#### **14.3.1 By Contractor.**

Contractor shall submit a written Contractor Claim in accordance with Section 4.2 of the General Conditions.

#### **14.3.2 By District.**

District's right to commence the Contract Dispute Resolution Process shall arise at any time following District's actual discovery of the circumstances giving rise to the Contract Dispute. Nothing contained herein shall preclude District from asserting Contract Disputes in response to a Claim asserted by Contractor. A Statement of Contract Dispute submitted by District shall state the events or circumstances giving rise to the Contract Dispute, the dates of their occurrence and the damages or other relief claimed by District as a result of such events.

### **14.4 Contract Dispute Resolution Process.**

The parties shall utilize each of the following steps in the Contract Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Contract Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the process.

#### **14.4.1 Response by District.**

The time periods for the District's response are set forth in General Conditions Section 4.2.6; however, any failure to respond shall be governed by General Condition Section 4.2.9.

#### **14.4.2 Meet and Confer Conference.**

If the claimant disputes the District's written response, or if the District fails to respond to a claim issued within the time prescribed in General Conditions Section 4.2, the claimant may demand in writing an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

#### **14.4.3 Mediation.**

(i) Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to

nonbinding mediation, with the District and the claimant sharing the associated costs equally.

The District and the claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the District and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

#### 14.4.4 Binding Arbitration.

If the Contract Dispute is not resolved by mediation, then the party wishing to further pursue resolution or determination of the Contract Dispute shall submit the Contract Dispute for final and binding arbitration pursuant to the provisions of California Public Contract Code Sections 10240, et seq. The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

- .1 **Arbitration Initiation.** The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to California Public Contract Code Section 10240.5.
- .2 **Qualifications of the Arbitrator.** The arbitrator shall be selected based by mutual agreement of the parties. The arbitrator shall be a retired judge or an attorney with at least five (5) years of experience with public works construction contract law and in arbitrating public works construction disputes. In addition, the arbitrator shall have at least twenty (20) hours of formal training in arbitration skills. In the event the parties cannot agree upon a mutually acceptable arbitrator, then the provisions of California Public Contract Code Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein.
- .3 **Hearing Days and Location.** Arbitration hearings shall be held at the offices of District and shall, except for good cause shown to and determined by the arbitrator, be conducted on consecutive business days, without interruption or continuance.
- .4 **Hearing Delays.** Arbitration hearings shall not be delayed except upon

good cause shown.

- .5 Recording Hearings.** All hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by District and Contractor and allocated by the arbitrator in the final award.
- .6 Limitation of Depositions.** Discovery shall be permitted in accordance with the provisions of section 10240.11 of the Public Contract Code; provided, however, that depositions shall be limited to both of the following:
- (i) Ten (10) percipient witnesses for District and ten (10) percipient witnesses for Contractor; and
  - (ii) Expert witnesses.

Upon a showing of good cause, the arbitrator may increase the number of permitted depositions. An individual who is both percipient and expert shall, for purposes of applying the foregoing numerical limitation only, be deemed an expert. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (including initial and rebuttal reports) not so submitted shall not be admissible as evidence

- .7 Authority of the Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders and interim or executory awards.
- .8 Waiver of Jury Trial.** Contractor and District each voluntarily waives its right to a jury trial with respect to any Contract Dispute that is subject to binding arbitration in accordance with the provisions of this Paragraph 14.4.4. Contractor shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its Subcontractors who provide any portion of the Work.

#### **14.5 Non-Waiver.**

There shall be no waiver of the rights granted pursuant to the Dispute Resolution Process, unless specifically set forth in Public Contract Code Section 9204((f)(1) or (2). Specifically, participation in the Contract Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of District, including, without limitation, any defense based on the assertion that the rights or Claims of Contractor that are the basis of a Contract Dispute were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notice of requests for adjustments of the Contract Sum or Contract Time or for submission of Claims or supporting documentation of Claims.

## **SECTION 15            DEFAULT.**

### **15.1 Notice of Default.**

In the event that District determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, District may give written notice

of default to Contractor in the manner specified for the giving of notices in the Construction Contract.

## **15.2 Opportunity to Cure Default.**

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

## **SECTION 16 DISTRICT'S RIGHTS AND REMEDIES.**

### **16.1 Remedies Upon Default.**

In the event that Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 15, then District may pursue any remedies available under law or equity, including, without limitation, the following:

#### **16.1.1 Delete Certain Services.**

District may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

#### **16.1.2 Perform and Withhold.**

District may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to District from future payments to Contractor, reserving to itself all rights to Losses related thereto.

#### **16.1.3 Suspend the Construction Contract.**

District may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as District determines, in its sole discretion, appropriate, in which event District shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if District directs Contractor to resume Work.

#### **16.1.4 Terminate the Construction Contract for Default.**

District may terminate all or any part of this Construction Contract for default in accordance with Paragraph 16.4 below, reserving to itself all rights to Losses related thereto and any other damages proximately caused or resulting from the Default.

#### **16.1.5 Invoke the Performance Bond.**

District may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

#### **16.1.6 Additional Provisions.**

All of District's rights and remedies under this Construction Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not

be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting District's right to terminate the Construction Contract, or the exercise of its other rights or remedies for default, to only material breaches. District's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by District of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by District after such termination shall prejudice any other rights or remedies of District provided by law or equity or by the Contract Documents upon such termination; and District may proceed against Contractor to recover all liquidated damages and Losses suffered by District.

## **16.2 Delays by Sureties.**

Without limitation to any of District's other rights or remedies under the law, District has the right to suspend the performance by Contractor's sureties in the event of any of the following:

- (i) Failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Construction Contract within the Contract Time;
- (ii) Abandonment of the Work;
- (iii) If at any time District is of the opinion the Work is unnecessarily or unreasonably delayed;
- (iv) Willful violation of any terms of the Construction Contract;
- (v) Failure to perform according to the Contract Documents; or
- (vi) Failure to follow instructions of District for its completion within the Contract Time.

District will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, District shall have the power to suspend the performance or any part thereof of the sureties.

## **16.3 Damages to District.**

### **16.3.1 For Contractor's Default.**

District will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

### **16.3.2 Compensation for Losses.**

In the event that District's Losses arise from Contractor's default under the Contract Documents, District shall be entitled to withhold monies otherwise payable to Contractor until Final Completion of the Project. If District incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by District exceed the amount withheld, Contractor shall be liable to District for the difference and shall promptly remit same to District.

## **16.4 Termination of the Construction Contract for Default.**

Without limitation to any of District's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, District shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 15. District's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written

notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by District shall be effective immediately, unless otherwise provided therein.

#### **16.5 Suspension by District for Convenience.**

District may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as District may determine, with such period of suspension to be computed from the date of the written order. Such order shall be specifically identified as a Suspension Order by District. Upon receipt of a Suspension Order, Contractor shall, at District's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and District, District shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. The provisions of this Paragraph 16.5 shall not apply if a Suspension Order is not issued by District. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

#### **16.6 Termination Without Cause.**

District shall have the option, at its sole discretion and without cause, of terminating this Construction Contract in part or in whole by giving thirty (30) Days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Paragraph 16.6 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages of any kind.

##### **16.6.1 Compensation.**

Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 16.6, District shall pay to Contractor as its sole compensation for performance of the Work the following:

- .1 For Work Performed.** The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- .2 For Close-out Costs.** Reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for:
  - (i) Demobilizing and
  - (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays in Paragraph 6.6 of this Construction Contract.
- .3 For Fabricated Items.** Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the

Work.

#### **16.6.2 Subcontractors.**

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 16.6.

#### **16.7 Contractor's Duties Upon Termination.**

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;
- (iii) Provide to District a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as District may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to District those subcontracts, purchase orders or contracts, or portions thereof, that District elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that District does not elect to accept by assignment; and
- (v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

### **SECTION 17            CONTRACTOR'S RIGHTS AND REMEDIES.**

#### **17.1 Contractor's Remedies.**

Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following:

##### **17.1.1 For Work Stoppage.**

The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than District having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

##### **17.1.2 For District's Non-Payment.**

If District does not make payment of sums that are not in good faith disputed by District and does not cure such default within ninety (90) Days after receipt of notice from Contractor, then upon an additional thirty (30) Days' notice to District,



Contractor may terminate the Construction Contract.

#### **17.2 Damages to Contractor.**

In the event of termination for cause by Contractor, District shall pay Contractor the sums provided for in Paragraph 16.6 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, and incidental damages, of any kind.

### **SECTION 18 ACCOUNTING RECORDS.**

#### **18.1 Financial Management and District Access.**

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices consistently applied. District and District's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three (3) years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law.

#### **18.2 Compliance with District Requests.**

Contractor's compliance with any request by District pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against District and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by District shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

### **SECTION 19 INDEPENDENT PARTIES.**

Both parties to this Construction Contract will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. District, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

### **SECTION 20 NUISANCE.**

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Construction Contract.

**SECTION 21 PERMITS AND LICENSES.**

Contractor, at its sole expense, shall obtain and maintain during the term of this Construction Contract, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services hereunder.

**SECTION 22 WAIVER.**

A waiver by District of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**SECTION 23 CONFLICTS WITH THE CONSTRUCTION CONTRACT.**

District and Contractor agree that if there is any conflict between the terms of this Construction Contract and the other Contract Documents, this Construction Contract shall control.

**SECTION 24 GOVERNING LAW AND VENUE.**

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California. Any and all legal proceedings, including but not limited to mediations, arbitrations, and/or Civil Actions shall be commenced and maintained in the County of San Luis Obispo.

**SECTION 25 COMPLETE AGREEMENT.**

This Construction Contract represents the full and complete understanding of every kind or nature between the parties with respect to the services set forth in this Construction Contract, and all preliminary negotiations and contracts of whatever kind or nature are merged herein. No verbal agreed or implied covenant shall be held to vary the provisions of this Construction Contract. Any modification of this Construction Contract will be effective only upon written execution signed by both District and Contractor and approved as to form by District Legal Counsel.

**SECTION 26 SURVIVAL OF CONTRACT.**

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and District's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

**SECTION 27 ADDITIONAL CONTRACT REQUIREMENTS.**

This contract ( does or  does not) have special fund(s) involved requiring additional contract requirements, therefore this section ( does or  does not) apply.

This Contract includes the following source of fund(s) or the District intends to apply to the following

source of fund(s) for reimbursement of the expenses associated with the work set forth in this Contract:

This Contract includes the following agreement that that the contractor must comply with applicable sections and/or obtain:

- Proposition 1 Funding Agreement for Grant Agreement No. 4D2112146

District shall require Contractor to comply with the special requirements (Exhibit "D"), as they may be amended from time to time, in addition to all other requirements imposed by District.

**This contract ( does or  does not) have permit(s) obtained by the District, or which the contractor must obtain, requiring additional contract requirements, therefore this section ( does or  does not) apply.**

This Contract includes the following permits that that the contractor must comply with and/or obtain:

- County of San Luis Obispo Encroachment Permit ENC 20220255

District shall require Contractor to comply with the special requirements (Exhibit "D"), as they may be amended from time to time, in addition to all other requirements imposed by District.

## **SECTION 28 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM- SB 854**

California state law creates specific requirements for contracts for public work projects. In addition to the general requirement in Section 10 of this Agreement, Contract specifically acknowledges and agrees to comply with the following provisions of state law:

- California S.B. 854 and associated requirements and regulations by the Department of Industrial Relations, including:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- Labor Code § 1770, et seq., regarding prevailing wage requirements established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.
- Labor Code § 1776, regarding maintenance and submission of accurate payroll records of trades workers on all public works projects and furnishing electronic certified payroll records to the state Labor Commissioner.

- Labor Code § 1777.5, regarding apprenticeable occupations, including employing only registered apprentices on this Project. This Agreement fixes the responsibility of compliance with § 1777.5 for all apprenticeable occupations with the prime Contractor.
- Labor Code § 1813, regarding forfeiting to the District the statutory amount for each worker employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1810, et seq., of the California Labor Code.
- Labor Code §§ 1860, 1861, and 3700, requiring the Contractor and each subcontractor to agree to secure the payment of compensation to his or her employees. In accordance with state law, Contractor acknowledges that they are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of this contract.

The District for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractor and subcontractors for failure to comply with prevailing wage requirements. These are up to \$200.00 per day per worker for each age violation identified; \$100.00 per day worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

The District shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of the Labor Code Section 1720 et seq., the District may continue to hold sufficient fund to cover estimated wages and penalties under the contract.

As of April 1, 2015, contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Agency's principal office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

Please see the DIR website for complete details and actions. It is the responsibility of the contractor to ensure all DIR requirements and regulations are met and stay current. For more information on Senate Bill No. 854, see <http://www.dir.ca.gov/Public-Works/SB854.html>.

## **SECTION 29                      GOVERNMENTAL POWERS.**

Nothing in this Agreement shall be deemed directly or indirectly to restrict or to impair in any manner or respect whatsoever any of District's governmental powers or rights or the exercise thereof by District, with respect to the Work or Project.

**SECTION 30 SEVERABILITY.**

In case a provision of this Construction Contract is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

**SECTION 31 EXHIBITS.**

Exhibit A - Notice Inviting Bids.

Exhibit B - Contractor's Bid.

Exhibit C - General Conditions.

Exhibit D - Special Provisions and/or Technical Specifications, Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items including:

- County of San Luis Obispo Encroachment Permit ENC 20220255
- Earth Systems Geotechnical Engineering Report and Infiltration Test Results
- Proposition 1 Funding Agreement for Grant Agreement No. D2112146

Exhibit E - Plans and Drawings.

Exhibit F - Payment and Performance Bonds.

Exhibit G - Insurance Requirements.

Exhibit H - Rules Governing Bid Protests

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

**OCEANO COMMUNITY SERVICES DISTRICT**

BY: \_\_\_\_\_

OCSD President

DATE: \_\_\_\_/\_\_\_\_/ 2023

Approved as to FORM:

BY: \_\_\_\_\_

OCSD Legal Counsel

DATE: \_\_\_\_/\_\_\_\_/ 2023

BY: \_\_\_\_\_

Contractor

DATE: \_\_\_\_/\_\_\_\_/ 2023

**EXHIBIT A**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**NOTICE INVITING BIDS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

**OCEANO COMMUNITY SERVICES DISTRICT**

**NOTICE INVITING BIDS**

**FOR**

**Storm Water Capture and Groundwater Recharge Project – 19<sup>th</sup> Street**

**OCEANO, CA  
CONTRACT NO. 2023-01**

(i) Notice to Bidders

Contract No. 2023-01

**OCEANO COMMUNITY SERVICES DISTRICT  
NOTICE INVITING BIDS**

Notice is given that sealed bids will be received at the District office located at 1655 Front St., before 3:00 p.m. on Friday, October 13, 2023 (“Bid Deadline”), for the following public works project:

**Storm Water Capture and Groundwater  
Recharge Project – 19<sup>th</sup> Street**

**OCEANO, CA  
CONTRACT NO. 2023-01**

Bids will be opened and declared by the District Business and Account Manager at 3:15 p.m. on October 13, 2023, at a public meeting at 1655 Front Street, Oceano, CA, 93445.

Any bid received at the District Office at or after 3:00 p.m. on the date specified above will not be accepted and will be returned to the bidder unopened.

Bids are required for the entire work described in the Contract Documents. The award of the contract, if it be awarded, will be to the responsible bidder with the lowest responsive bid price on the **GRAND TOTAL BASE BID EXCLUDING ADDITIVE BID ITEMS**. The District does not currently include any additive bid items on the bid sheet but reserves the right to include an additive bid item with an addendum if necessary. If additional additive bid items are included with an addendum, then the addendum will state how the lowest responsive bid price will be determined. The District reserves the right to the award of the contract after the lowest responsible bidder has been determined, and the bidder is bound by its bid amount including additive bid items, if any. Such award, if made, will be made within 90 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all its bid prices, for the entire 90-day period. The district reserves the right to reject all bids and the right to self-perform the work as provided by Public Contract Code Section 22038. The District's Contract No. 2023-01 is not federally funded.

**Description of Work**

The work to be performed under the Oceano Community Services District (OCSD) contract is located within both the Lucia Mar Unified School District property and County of San Luis Obispo Right-of-Way in Oceano, California as specified herein, as shown on the Contract Drawings and in accordance with permit conditions established in Encroachment Permit No. ENC20220255 issued by the County of San Luis Obispo Department of Public Works.

The work consists of the construction and installation of curb inlet, manholes, and stormwater pipe. Excavation and installation of infiltration chamber gallery under existing grass sports field. Backfill and restoration of grass sports field. Demolition of existing concrete sidewalk and curb & gutter. Installation of new concrete street tree wells, pervious pavers, and concrete curb & gutter. Fencing,



signage, landscaping, and irrigation. The Contractor shall furnish all labor, materials, and equipment required to construct these facilities. The Contractor shall install all equipment and facilities, including equipment and materials furnished by others. The Contractor must comply with permit conditions established in Encroachment Permit No. ENC20220255 issued by the County of San Luis Obispo Department of Public Works.

**Recommended construction days allowed**

70 working days (or approximately 100 calendar days)

**Bid Documents**

The following collection of documents are designated as the Bid Documents:

- (i) Notice Inviting Bids.
- (ii) Instructions to Bidders.
- (iii) Blank Bid Forms.
- (iv) Construction Contract between District and Contractor.
- (v) General Conditions.
- (vi) Plans and Drawings.
- (vii) Special Provisions and/or Technical Specifications.
- (viii) Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items including the following:
  - a. County of San Luis Obispo Encroachment Permit No. ENC20220255
  - b. Earth Systems Geotechnical Engineering Report and Infiltration Test Results
  - c. Proposition 1 Funding Agreement for Grant Agreement No. D2112146
- (ix) Insurance Requirements
- (x) Blank Performance and Payment Bond Forms
- (xi) Rules Governing Bid Protests
- (xii) Bidding Addenda, if any.

**NOTICE PURSUANT TO THE  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Act)**

The District's estimated project costs are \$566,561 for this phase of the project. Since project costs are estimated at more than \$200,000, notice is being provided pursuant to the Act.

In accordance with Public Contract Code 22037, a notice inviting formal bids including a description of the project in general terms and how to obtain more detailed information about the project, and the time and place for submission of bids, has been noticed in the San Luis Obispo Tribune and has been emailed to the following construction trade journals:

<b>Required Journals</b>	<b>San Luis Obispo County Journals</b>
Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com	Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuilds.com Website: www.ccbabuilds.com
Dodge Data & Analytics 830 Third Avenue, 6th Floor New York, NY 10022 Phone: 877-784-9556 Email: support@construction.com Website: www.construction.com	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com

Obtaining detailed information, which is the Bid package, (also referred to herein as the "Contract Documents") are posted on the District's website:

<http://www.oceanocsd.org>

If the website and/or links do not provide access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

Any changes, additions, or deletions to these Contract Documents will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective bidders must check the website for addenda or other relevant new information at up to 5:00 p.m. the day before the prescribed date/time for submittal of bids. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of every addendum in their bid proposal.

All bidder Requests for Information must be submitted no later than 3:00 p.m., 5 business days prior to the bid opening date. Requests submitted after said date may not be considered. All questions pertaining to the content of this invitation to Bid must be made in writing through the District website. Questions and responses will be posted on the District website and can be viewed by accessing the Invitation to Bid located at the District website. The identity of the entity submitting the question will not be posted. The District reserves the right to determine the

appropriateness of comments / questions that will be posted on the website.

The bidder must have either a Class A license or a combination of class C licenses that make up a majority of the work at the time the Contract is awarded (Public Contract Code § 3300). When the bidder holds a combination of Class C licenses, all work to be performed outside of the bidder's license specialties, except work that is incidental or supplemental to the licenses of the bidder, shall be performed by licensed Subcontractors in compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code)

Pursuant to California S.B. 854 and associated requirements and regulations by the Department of Industrial Relations no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors must be a registered "public works contractor" with the Department of Industrial Relations at the time of the bid.

Pursuant to section 1770 et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor, and the debarment of Contractors and Subcontractors. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Copies are available at the District Office or at the DIR website: [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

Pursuant to Labor Code section 1771.1:

- A Contractor or Subcontractor shall not be qualified to bid on, be listed in the Bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of this public works project, unless currently registered with the Department of Industrial Relations and qualified to perform work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bids must be submitted under sealed cover plainly marked as a bid and identified with the project number, the date and time for receipt of sealed bids, and the name of the bidder.

Bids must be accompanied by cash, a certified or cashier's check, or a bidder's bond in favor of the District in an amount not less than ten percent (10%) of the submitted total Base Bid.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure performance under the Contract or, in the alternative, request the District to make payment of retention to an escrow agent.

The successful bidder will be required to furnish the District with payment and performance bonds, with each issued by a California admitted surety insurer equal to 100% of the Contract Price.

By order of the General Manager of the Oceano Community Services District, made this 18<sup>th</sup> day of September, 2023.

By   
Will Clemens, General Manager  
Oceano Community Services District

**OCEANO COMMUNITY SERVICES DISTRICT**  
**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19TH STREET**  
**INSTRUCTIONS TO BIDDERS**  
**FOR**  
**OCEANO, CA**  
**CONTRACT NO. 2023-01**

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS**

The Contract Documents may be obtained from the District at the location specified in the Notice to Bidders.

The Contract Documents include the Notice to Bidders, Instructions to Bidders, Bid Forms, Construction Contract, General Conditions, Special Provisions and/or Technical Specifications, Project Plans and Drawings other Contract Documents and insurance and bond requirements. Some contract documents may be incorporated by reference.

Contract Documents can be obtained from the District website at:

<https://ocsd.specialdistrict.org/bids-proposals>

If the website and/or links do not provide access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Contract Documents.

### **2. JOB SITE AND CONTRACT DOCUMENT EXAMINATION**

Bidders are responsible for examining the job site and the Contract Documents, including any Addenda issued prior to the Bid Deadline, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors licensing requirements, availability of required insurance, and other factors that could affect the work. Bidders are responsible for consulting the standards referenced in the Contract Documents.

Submission of a Bid is a bidder's acknowledgment that the bidder has examined the job site and bid documents and is satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the Contract Documents

### **3. PRE-BID CONFERENCE**

A pre-bid conference will not be held for this Contract.

### **4. ADDENDA**

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, will be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code section 4104.5, if the District issues an Addendum that includes material changes to the work less than 72 hours prior to the Bid Deadline, the District will extend the Bid Deadline. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Deadline.

All Addenda issued will be posted on the following website: <https://ocsd.specialdistrict.org/bids-proposals>

Interested persons should be aware that if the website and/or links do not provide access to the bid package and related information, they should contact the District's Business and Accounting Manager at 805-481-6730.

Prospective bidders must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of each and every addendum in their Bid. Failure to acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

## **5. ENGINEER'S ESTIMATE**

Any engineers estimate provided by the District relating to this work has been provided strictly for informational purposes and cannot be relied upon by any bidder as representing an accurate estimate of the value of the work. The purpose of providing any such engineer's estimate is simply to provide each potential bidder with some preliminary information relating to whether the work may be within its bonding capacity and available resources. Under no circumstance may a bidder rely upon the engineer's estimate as representing a reasonable value of the work.

## **6. COMPLETION OF BID FORMS**

Prepare bids using only copies of the Bid Forms, which are included in the Contract Documents issued by the District. The use of Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids must be executed by an authorized signatory as described in these Instructions to Bidders. Bidders must fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders must not delete, modify, or supplement the printed matter on the Bid Forms or make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

## **7. LICENSING REQUIREMENTS**

Pursuant to section 7028.15 of the Business and Professions Code, bidders must possess licenses issued by the California Contractors State License Board for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted.

The District has determined that bidders must have the class of license designated in the Notice to Bidders to be eligible for award of this Contract. The Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5. Failure of the bidder to obtain proper and adequate licensing for award of the Contract constitutes a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

## **8. REGISTRATION REQUIREMENTS**

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or engage in the performance of this Contract, unless currently registered with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of Labor Code section 1725.5 for an unregistered Contractor to submit a Bid on this Contract provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time this Contract is awarded.

## **9. BID SECURITY**

Each Bid shall be accompanied by Bid Security consisting of: (a) cash; (b) a certified check made payable to the Oceano Community Services District; (c) a cashier's check made payable to the Oceano Community Services District; or (d) a bidder's bond in favor of the Oceano Community Services District executed by the bidder as principal and surety as obligor, in an amount not less than 10% of the total base Bid.

The surety insurer shall be admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. The cash, check, or bidder's bond shall be given as a guarantee that the bidder: (1) will execute the Contract if it is awarded to the bidder, and (2) shall provide the required payment and performance bonds and insurance certificates and endorsements as required by the Contract Documents. Failure to provide the required documents may result in forfeiture of the Bid Security and the District may award the Contract to another bidder or may call for new Bids.

## **10. BID ITEM LIST**

Bidder shall submit a Bid based on the bid item quantities the District shows on the Bid Item List. The Bid Item List is included in the Bid Forms.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided:

- A. If the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
- B. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the District's final estimate of cost.

#### **11. DESIGNATION OF SUBCONTRACTORS (Public Contract Code 4100-4114)**

On the *Designation of Subcontractors - Base Bid and the Designation of Subcontractors – Base Plus Additive Bid forms*, Bidders shall list each Subcontractor to whom the bidder proposes to directly subcontract portions of the work in an amount in excess of 1/2 of one percent of the total Bid. The *Designation of Subcontractors* forms for listing Subcontractors are included in the Bid Forms.

For each Subcontractor listed, the *Designation of Subcontractors* forms must show:

1. Business name and the location of its place of business.
2. California contractor license number.
3. Public works contractor registration number
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Description of portion of subcontracted work
  - 4.2. Bid item numbers for the work involved in the portion of work listed
  - 4.3. Percentage of the total Bid for each bid item listed

#### **12. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, Contractors or Subcontractors may not perform work on a public works project with a Subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any contract on a public works project entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract. Any public money that is paid to a debarred Subcontractor by the Contractor shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor used on the work

A list of Contractors barred by the Division of Labor Standards Enforcements is available on the following Department of Industrial Relations website:

<http://www.dir.ca.gov/dlse/debar.html>

#### **13. DECLARATION OF NONCOLLUSION**

The *Declaration of Noncollusion* form shall be signed, under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Any Bid made without such declaration, or believed to be made in violation thereof, may be rejected.

#### **14. IRAN CONTRACTING ACT CERTIFICATION**

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. with its Bid. The certification is included in the Bid Forms section of the Contract Documents.

#### **15. SIGNING OF BIDS**

All Bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the bidder to each Bid and to any Contract.



If the bidder is a corporation, the legal name of the corporation shall be set forth on the Bid Proposal Form with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the firm shall be set forth on the Bid Proposal Form with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an individual, his or her signature shall be placed on the Bid Proposal. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

#### **16. SUBMISSION OF SEALED BIDS**

Once the Bid Forms have been completed and signed as set forth herein, place them, along with the Bid Security and other required materials, in an envelope, sealed, addressed, and delivered or mailed, postage prepaid, to the District as indicated in the Notice to Bidders. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered. Bids must be plainly marked as a Bid and identified with the Project number, the date and time of receipt of sealed Bids, and the name of the bidder.

#### **17. DELIVERY AND OPENING OF BIDS**

Bids will be received by the District at the address shown in the Notice to Bidders prior to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date and time indicated.

Bids will be opened as stated in the Notice to Bidders, and the amount of each Bid will be read aloud and recorded. All bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### **18. WITHDRAWAL OF BID**

Any bidder may withdraw its Bid by written request any time prior to the time set forth in the Notice to Bidders for the opening of Bids by notice to the District's Business and Accounting Manager at 1655 Front Street, Oceano, CA 93445. Such notice shall be in writing signed by the bidder and shall be received, and date-stamped and time-stamped by the District. Withdrawn Bids may be resubmitted on or before the time set forth in the Notice to Bidders for receipt of Bids provided that they are in full conformance with the Contract Documents. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Each bidder agrees by submitting a Bid that its Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of at least 90 days after Bid opening. Any request for District's consent to permit a bidder to withdraw a Bid after the Bid Deadline must be made in accordance with Public Contract Code section 5100 et seq., including, but not limited to, submission of written notice to the District within 5 business days after Bid opening specifying in detail how the mistake occurred.

#### **19. RESERVATION OF RIGHTS**

The District reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, if to do so seems to best serve the public interest. The right of the District to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error.

The District reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice to Bidders; issue a new Notice to Bidders; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice to Bidders, the bidder is specifically acknowledging the District holds these rights. The Notice to Bidders does not commit the District to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the District pay for any costs incurred in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

## **20. BASIS OF AWARD; BALANCED BIDS**

The District will award the Contract to the responsible bidder that submits the lowest responsive Bid, which shall be determined as set forth in the Notice to Bidders and as provided in these Instructions to Bidders and subject to the rights reserved by the District.

## **21. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit, or be interested in more than one Bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a Bid to the District or submitting a Bid to the District as a prime bidder.

A firm that the District has hired to provide architectural or engineering services to the District for this Contract before Bid submittal for this Contract is prohibited from all of the following:

1. Submitting a Bid;
2. Subcontracting for a part of the work; and
3. Supplying materials.

## **22. INSURANCE REQUIREMENTS**

The successful bidder shall procure and maintain insurance in the forms, in the amounts and for the durations specified in the General Conditions.

## **23. RESPONSIVE BID**

A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.

## **24. RESPONSIBLE BIDDER**

A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the District. Any determination of a bidder's non-responsibility by the District shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

## **25. EVIDENCE OF RESPONSIBILITY AND ADDITIONAL INFORMATION**

In addition to other provisions of the Bidding Requirements, upon the request of the District, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to District showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.

## **26. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible bidder, the District may award the Contract or reject all Bids. Once the District notifies the selected bidder of the award, the bidder will have 10 business days from the date of the award and tender of Contract to deliver to the District the executed Contract, all of the required bonds, evidence of insurance, and other materials set forth in the Contract Documents. Once the District receives all of the properly executed documents and certifications, the District will deliver the fully executed Contract to the Contractor and issue a Notice to Proceed. If the District's issuance of a Notice to Proceed is delayed due to Contractor's failure to return fully-executed Contract, insurance, bond, and other required documents within 10 working days after the award and tender of the Contract, then Contractor agrees to the deduction of 1 working day from the number of days in the Contract Time for every day of delay in District's receipt of said documents. This right is in addition to and does not affect the District's right to demand forfeiture of the Bid Security if Contractor persistently delays in providing the required documentation. The Contractor's failure to return all of the required documents within 10 working days may result in the award of the contract to the next lowest bidder or rejection of all bids if, in the General

Manager's sole discretion, it is determined that uncertainty in awarding and contract execution for the work impairs the District's ability to have the work completed in a timely manner.

#### **27. RETENTION AND SUBSTITUTION OF SECURITY**

The District will make monthly progress payments based upon work performed in accordance with the Contract Documents. Unless otherwise specified in the Notice to Bidders, the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the Contractor, the Contractor may substitute securities for the amount so retained, or in the alternative, request the District make payment to an escrow agent in accordance with Public Contract Code section 22300. Contractor shall have 30 days following award of the Contract to submit a written request to the District to permit substitution of securities or payment of retention to an escrow agent; failure to do so shall be deemed a waiver of the right.

#### **28. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS**

The successful bidder shall deliver to the District two (2) fully executed, identical counterparts of the performance bond and payment (labor and materials) bond in the form supplied by the District and included in the Contract Documents. The penal amount of each bond shall be for one hundred percent (100%) of the total base Bid plus the additive bid items, if added by District. The surety insurer shall be admitted to transact surety business in the State of California, in accordance with Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. Failure to furnish a bond within this time may, in the sole discretion of District, result in the forfeiture of the Bid Security.

#### **29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its Subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated at the Bid Deadline in all Bid prices.

#### **30. BID PROTEST PROCEDURE**

Bid protests and other challenges to the award of this Contract must comply with Rules Governing Bid Protests and Other Challenges to Awards of Construction Contracts ("Rules"). A copy of the Rules is attached to this Contract as an appendix. In addition, any Bid protest must be submitted in writing to the Oceano Community Services District, 1655 Front Street, Oceano CA 93445; Attention: General Manager.

### **END OF INSTRUCTIONS TO BIDDERS**

**EXHIBIT B**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**CONTRACTOR'S BID**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

**BID PROPOSAL FORM**  
**TO THE BOARD OF DIRECTORS**  
**OF THE OCEANO COMMUNITY SERVICES DISTRICT**

**Storm Water Capture and Groundwater Recharge Project – 19th Street**  
**OCEANO, CA**  
**CONTRACT NO. 2023-01**

NAME OF BIDDER R. Burke Corporation

BUSINESS P.O. BOX P.O. Box 957

CITY, STATE, ZIP San Luis Obispo, CA 93406

BUSINESS STREET ADDRESS P.O. Box 957  
(include even if P.O. Box used)

CITY, STATE, ZIP San Luis Obispo, CA 93406

PHONE NO: AREA CODE (805) 543-8568

FAX NO: AREA CODE (805) 543-2521

CONTRACTOR LICENSE NO. 264193 CLASSIFICATION A & B

PUBLIC WORKS CONTRACTOR REGISTRATION NO: 1000007955

TAX I.D. NUMBER: 95-2665064

BUSINESS TYPE (Check one): Corporation  Partnership  Sole Proprietorship   
 Limited Liability Company

CONTACT PERSON NAME Robert E. Burke, President

CONTACT PERSON PHONE No. 805-543-8568

CONTACT PERSON E-MAIL rbc@rburkecorporation.com

EMPLOYER'S TAX IDENTIFICATION NUMBER 95-2665064

Bidder agrees that the Bid and all prices shall remain open and shall not be withdrawn for a period of not less than **90 days** from the Bid Deadline, or until rejected by the District, whichever period is shorter.

**1. ADDENDA**

The undersigned acknowledges and confirms the receipt of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
<u>0</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.

**2. CERTIFICATION OF INSPECTION OF THE SITE AND CONTRACT DOCUMENTS**

By signing below, bidder certifies that it: has received, carefully examined, and is fully familiar with all of the provisions of the Contract Documents, including all Addenda and attachments, and that said Contract Documents contain sufficient detail regarding the work to be performed; has notified the District of any errors or omissions in the Contract Documents and unusual site conditions; has carefully checked all words, prices, and statements in this Bid Proposal Form; and has visited the job site and conducted such other field investigations which are prudent and reasonable in preparing the Bid. Bidder agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in making the Bid.

**3. BIDDER’S REPRESENTATIONS REGARDING INSURANCE AND BONDS**

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and work required and, if it is accepted by the District, the bidder will enter into a Contract and furnish the bonds, insurance and other documents including project schedule as required by the Contract Documents within 10 business days after award and tender of the Contract. By its signature below, the bidder agrees to provide the proper evidence of insurance and bonds within 10 business days after District’s tender of the Contract. Failure to do so may result in forfeiture of Bid Security and rescission of the award by the District.

**4. CONTRACTORS LICENSE CERTIFICATION.**

The undersigned certifies that:

Contractor’s License No. 264193 issued by the California Contractors State License Board (“CSLB”) to the undersigned on 11/1/18 is current, valid, has not been revoked, suspended or cancelled, and is appropriate to the work to be undertaken.

Contractor’s License Classification(s): A & B

Expiration Date: 01/31/24

Name of Qualifying Individual: Robert E. Burke

**5. TIME FOR COMPLETION**

The bidder agrees that if awarded the Contract, it shall complete the work within 100 calendar days after the date specific in the District’s Notice to Proceed.

## 6. ATTACHMENTS TO THIS BID PROPOSAL FORM

Enclosed herewith (except as otherwise provided for optional forms) and by this reference incorporated herein and made a part of this Bid Proposal Form are the following items:

1. Bid Item List
2. Designation of Subcontractors Base Bid Form
3. Declaration of Noncollusion
4. California Public Contract Code 10162 Questionnaire
5. California Public Contract Code 10232 Statement
6. California Public Contract Code 10285.1 Statement
7. Iran Contracting Act Certification
8. Non-Lobbying Certification for Federal-Aid Contracts
9. Disclosure of Lobbying Activities
10. Bidder's Bond or other Bid Security

Bids are to be submitted for the entire work. The amount for Bid comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

Accompanying this Bid Proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the Oceano Community Services District, for the sum of at least ten percent (10%) of the total of the base bid. The proceeds thereof shall become the property of the District if the Bid is withdrawn after the time fixed in the Notice to Bidders for the opening of Bids, or if, in case this Bid is accepted by the District and such bidder has received written notice that the Contract has been awarded to him/her, the undersigned shall fail within 10 business days to execute the Contract with the District and furnish all documents required in the Bid Documents. Otherwise, said Bid Security, except a bidder's bond, will be returned to the undersigned.



**7. BIDDER'S ORGANIZATION AND SIGNATURE AUTHORIZATION**

The undersigned certifies that he/she/they is/are authorized to sign this Bid and any subsequent Contract on behalf of the bidding firm or company and that the nature of this bidding firm is an individual, partnership, corporation, or limited liability company with the principals or authorized officers of the firm listed as follows:

Nature of Firm:

(Corporation, Partnership, Individual, etc.) Corporation

Principal Officers/Partners/Members: \_\_\_\_\_

\_\_\_\_\_

Name of President of Corporation: Robert E. Burke, President

Name of Secretary of Corporation: Joanne Burke, Secretary

Corporation is organized under laws of State of California, and is authorized to transact business in the State of California.

R. Burke Corporation

Company/Contractor Legal Name



Signature

Robert E. Burke

Name (print/type)

President

Title (print/type)

10/13/2023

Date



**BID FORM - BID ITEM LIST FOR: Storm Water Capture and Groundwater Recharge – 19<sup>th</sup> St  
BASE BID**

ITEM NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	Mobilization (not to exceed 5% of bid)	1	Lump Sum	\$38,000.00	\$38,000.00
2	Traffic Control System	1	Lump Sum	\$15,000.00	\$15,000.00
3	Erosion and Sediment Control	1	Lump Sum	\$15,000.00	\$15,000.00
4	Protect Existing Site Features	1	Lump Sum	\$1,000.00 (PB)	\$1,000.00
5	Construction Site Secure Fencing	1	Lump Sum	\$7,000.00	\$7,000.00
6	Sawcut and Remove Existing Concrete Sidewalk	748	Square Feet	\$4.00	\$2,992.00
7	Sawcut and Remove Existing Curb and Gutter	136	Linear Feet	\$20.00	\$2,720.00
8	Sawcut and Remove Asphalt Concrete	272	Square Feet	\$6.00	\$1,632.00
9	Remove Existing Tree	2	Each	\$2,500.00	\$5,000.00
10	Remove Existing Fence	66	Linear Feet	\$10.00	\$660.00
11	Excavation (including any haul away)	2466	Cubic Yard	\$64.00	\$157,824.00
12	MC-7200 Stormtech Chamber System w/ geotextile, end caps, chambers, manifolds, inspection port	1	Lump Sum	\$205,000.00	\$205,000.00
13	Embedment Stone	1235	Cubic Yard	\$197.00	<del>\$242,295.00</del> 243,295.00 (PB)
14	18" HDPE Pipe	24	Linear Feet	\$130.00	\$3,120.00
15	Barracuda Max S8 Hydrodynamic Separator	1	Each	\$60,000.00	\$60,000.00
16	48" Manhole	1	Each	\$17,000.00	\$17,000.00
17	Hatch FL900 Flow Logger	1	Each	\$13,000.00	\$13,000.00
18	Curb Inlet Catchbasin	1	Each	\$25,000.00	\$25,000.00

19	Backfill	682	Cubic Yard	\$13.00	\$8,866.00
20	Chain Link Fence	54	Linear Feet	\$57.00	\$3,078.00
21	12' Chainlink Access Gate	1	Each	\$6,900.00	\$6,900.00
22	Minor Concrete (Deep Curb and Gutter)	123	Linear Feet	\$175.00	\$21,525.00
23	Minor Concrete (Deep Curb 8"x24")	160	Linear Feet	\$150.00	\$24,000.00
24	Minor Concrete (Retaining Curb)	98	Linear Feet	\$100.00	\$9,800.00
25	Minor Concrete (Curb Cut Type1)	6	Each	\$500.00	\$3000.00
26	Block Pavers	637	Square Feet	\$35.00	22,295.00
27	Tree Grate, Frame, and Anchor	10	Each	\$2,500.00	25,000.00
28	Cobble	0.6	Cubic Yard	\$2,000.00	1,200.00
29	Asphalt Pavement (Heavy Duty Section)	107	Square Feet	\$37.00	3,959.00
30	Asphalt Pavement Grind and Overlay	504	Square Feet	\$14.00	7,056.00
31	Asphalt Pavement (Light Duty Section)	165	Square Feet	\$26.00	4,290.00
32	Construction Funding Sign	1	Lump Sum	\$1,100.00	1,100.00
33	Educational Sign	1	Lump Sum	\$1,800.00	1,800.00
34	Irrigation System	1	Lump Sum	\$50,000.00	50,000.00
35	Landscape	1	Lump Sum	\$119,000.00	119,000.00
<b>TOTAL BASE BID</b>					<b>1,126,112.00</b>

<b>ADDITIVE BID ITEM 1 - None</b>						
ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
<b>TOTAL ADDITIVE BID</b>						
<b>GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS</b>						

Name of bidder R. Burke Corporation

Signature of bidder \_\_\_\_\_

Printed Name and Title Robert E. Burke, President

Date 10/13/2023

**DESIGNATION OF SUBCONTRACTORS – BASE BID**

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractor's license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid.
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid
		<del>NONE</del> (PF)				
34	Irrigation	KCI				
35	Landscape	KCI				

By: R. Burke Corporation  
 (Bidder's Company Name)

NOTES: \*When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.



**DECLARATION OF NONCOLLUSION**

In accordance with Public Contract Code Section 7106, the bidder declares as follows:

I am the President [title] of R. Burke Corporation [name of bidder], the party making the foregoing Bid. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder. All statements contained in the Bid are true. The bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

10/13/2023 [date], at San Luis Obispo [city], CA [state].

Signed:  \_\_\_\_\_

Print Name: Robert E. Burke, President

If the bidder fails to complete and properly sign this declaration, the Bid will be considered non-responsive and will be rejected.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

The bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?


Yes \_\_\_\_\_ No   ✓  

If the answer is yes, explain the circumstances in the following space.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company:   R. Burke Corporation  

Signed: \_\_\_\_\_  


Printed Name:   Robert E. Burke  

Title:   President  

Date:   10/13/2023

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

The bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Company: R. Burke Corporation

Signed: \_\_\_\_\_  


Printed Name: Robert E. Burke

Title: President

Date: 10/13/2023

**PUBLIC CONTRACT CODE SECTION 10285.1  
STATEMENT**

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided (above).**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Company: R. Burke Corporation

Signed: \_\_\_\_\_  


Printed Name: Robert E. Burke

Title: President

Date: 10/13/2023



**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code section 2200 et seq.)**

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status regarding the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for work does not exceed \$1,000,000.

Company: R. Burke Corporation

Signed: \_\_\_\_\_

Printed Name: Robert E. Burke

Title: President

Date: 10/13/2023

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

That we, R. Burke Corporation

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the Oceano Community Services District, County of San Luis Obispo, State of California (hereinafter called "District") in the penal sum of Ten Percent (10%) of the total aggregate amount of the base Bid of the Principal above named, submitted by said Principal to the District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF AMOUNT BID (\$ 10% OF BID).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas a bid to District for certain construction specifically described as follows, for which bids are to be opened on OCTOBER 13TH, 2023, has been submitted by Principal to District for:

**Storm Water Capture and Groundwater Recharge Project – 19th Street  
Project  
OCEANO, CA  
CONTRACT NO. 2023-01**

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the District in the event of any of the following:

- (1) The aforesaid Principal withdraws said bid after the time fixed in the Notice to Bidders for the opening of bids; or,
- (2) Principal fails to provide the District within the time(s) specified in the aforesaid contract documents all of the completed DBE documents required to perfect the Principal's bid before the contract is awarded; or
- (3) Principal fails, within fifteen (15) business days after receipt of written notice that the contract has been awarded to Principal, to enter into a written contract with District, in the prescribed form, in accordance with the bid as accepted, and file with the District the certificates of insurance as stipulated in Article 11 of the General Conditions and the two bonds (in the prescribed forms), one to guarantee faithful performance and the other to guarantee payment for labor and materials.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it

does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3RD

day of OCTOBER, 2023.

by:  (Seal)

Robert E. Burke, President (Seal)

R. Burke Corporation (Seal)  
Principal

THE OHIO CASUALTY INSURANCE COMPANY (Seal)

 (Seal)

BRITTON CHRISTIANSEN, ATTORNEY-in-FACT (Seal)  
Surety

175 BERKLEY STREET, BOSTON, MA 02116

\_\_\_\_\_  
Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210752-969577

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Redacted Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of September, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Redacted Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of OCTOBER, 2023.



By: [Redacted Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

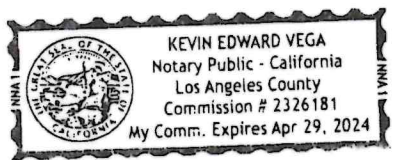
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )  
On OCT 03 2023 before me, Kevin Edward Vega, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Britton Christiansen, Attorney-in-Fact  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT C**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**GENERAL CONDITIONS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

OCEANO COMMUNITY SERVICES DISTRICT

STANDARD CONSTRUCTION CONTRACT GENERAL  
CONDITIONS

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## **ARTICLE 1 – GENERAL PROVISIONS**

### **1.1 DEFINITIONS**

Terms appearing in the Contract Documents with initial capitalization shall have the meanings set forth below:

1.1.1 ACCEPTANCE: The point after Final Completion when Contractor has fully performed all of the requirements of the Contract Documents and the Work is accepted by District in writing.

1.1.2 ADDENDA, ADDENDUM: Written or graphic information (including, without limitation, Drawings or Special Provisions and Technical Specifications) prepared and issued by District General Manager or its designee prior to the receipt of Contractor's Bid, which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

1.1.3 ALLOWABLE COSTS: Costs for which reimbursement is allowed under Article 7.2.5 of these General Conditions and for which reimbursement is allowed under other provisions of the Contract Documents, that may be added by Change Order to the Contract Sum for Extra Work or deducted by Change Order from the Contract Sum for Deleted Work.

1.1.4 ALTERNATE(S): Those portions of the Bid setting forth the price(s) for optional or alternative items of Work not covered by the Base Bid.

1.1.5 APPLICABLE CODE REQUIREMENTS: All applicable federal, state, and municipal laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over the Project, Work, Site, Contractor or District.

1.1.6 APPLICATION FOR PAYMENT: An itemized application for payment prepared and submitted by Contractor for review and approval by District, which is prepared, submitted, and accompanied by supporting documentation in accordance with the requirements of the Contract Documents.

1.1.7 APPROVE, APPROVED or APPROVAL: Whether capitalized or not capitalized, shall mean, unless otherwise stated, either an express approval contained in a written statement signed by the approving individual or entity or deemed approved in accordance with the terms, conditions and procedures set forth in the Contract Documents. All such approvals by or on behalf of District (including, without limitation, approvals by Construction Manager) may be granted or withheld in the sole discretion of District.

1.1.8 AS-BUILT DOCUMENTS: The Contract Documents showing the condition of the Work as actually built, including, without limitation, the locations of

mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents approved by District. These documents are maintained by Contractor on the Site and delivered, along with an electronic version of the set, to District upon Final Completion.

1.1.9 BASE BID: The sum stated in the Bid to perform the Work, exclusive of any Alternate(s).

1.1.10 BENEFICIAL OCCUPANCY: District's right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work prior to either Substantial Completion, Final Completion, or Acceptance.

1.1.11 BID: Contractor's written bid proposal submitted to District for the Project in response to District's Notice Inviting Bids.

1.1.12 BID DOCUMENTS: The following collection of documents are designated as the Bid Documents:

- (i) Notice Inviting Bids.
- (ii) Instructions to Bidders.
- (iii) Blank Bid Form.
- (iv) Construction Contract between District and Contractor.
- (v) General Conditions.
- (vi) Special Provisions and Technical Specifications.
- (vii) Plans and Drawings.
- (viii) Bidding Addenda.
- (ix) Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items.

1.1.13 CERTIFICATE FOR PAYMENT: The form for approval by the Construction Manager of Contractor's Application for Payment.

1.1.14 CHANGE: Whether capitalized or not, when used in reference to changes in the Work is a generic term encompassing additions, deletion, alterations, or changes in the Work, which may or may not involve Extra Work and for which Contractor may or may not be entitled to a Change Order under the terms of the Contract Documents.

1.1.15 CHANGE ORDER: A written instrument signed by District, or by District and  
(v) General Conditions

Contractor, describing a Change to the Work of Contractor.

1.1.16 CHANGE ORDER REQUEST: Contractor's written request for an adjustment in the Contract Sum or Contract Time due to a Change resulting in Extra Work or Deleted Work.

1.1.17 DISTRICT: Oceano Community Services District, a California special district.

1.1.18 CONTRACTOR CLAIM: A separate demand by a Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Construction Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the District. A Contractor Claim does not include, and the procedures for processing of Contractor Claims do not apply to the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency other than penalties for delay assessed by the District pursuant to Section 1.1.18(B);
- (ii) Tort claims for personal injury or death;
- (iii) False claims liability under California Government Code Section 12650, et seq.;
- (iv) Defects in the Work first discovered by District after final payment by District to Contractor;
- (v) Stop notices;
- (vi) The right of District to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other District claims against the Contractor.

1.1.19 COMPENSABLE DELAY: A Delay for which Contractor may be entitled under the Contract Documents to both an extension of the Contract Time and an adjustment of the Contract Sum for additional compensation. "Compensable Delay" means any Delay to the path of activities that is critical to Contractor's Substantial Completion of the Work within the Contract Time, which Delay is all of the following:

- (i) Solely due to Changes requested by District that adds time but does not involve Extra Work.
- (ii) Not due, in whole or in part, to the fault or negligence or breach of Contractor or any Subcontractor or Sub-subcontractor, of any Tier.
- (iii) Not concurrent with another Excusable Delay or any Unexcused Delay.

1.1.20 CONSTRUCTION CONTRACT: The written contract executed between District and Contractor for construction of the Project.

1.1.21 CONSTRUCTION MANAGER: The District General Manager or any person designated by the District General Manager or District Board to oversee the Project. The Construction Manager can be an individual, partnership, corporation, joint venture, or other legal entity under contract with District to perform construction management services for the Project. The term "Construction Manager" means Construction Manager or Construction Manager's authorized representative.

1.1.22 CONSTRUCTION SCHEDULE: The graphical representation of Contractor's as-planned schedule for performance of the Work, prepared in accordance with the requirements of the Contract Documents and that provides for Substantial Completion of the Work within the Contract Time.

1.1.23 CONTRACT DISPUTE: A dispute, other than a dispute listed in Section 14.2.1 (Non-Contract Disputes) of the Construction Contract, arising out of or related to the Construction Contract or the interpretation, enforcement, or breach thereof.

1.1.24 CONTRACT DISPUTE RESOLUTION PROCESS: The process of resolution of Contract Disputes, and, upon election of District, disputes as set forth in Section 14 (Dispute Resolution) of the Construction Contract.

1.1.25 CONTRACT DOCUMENTS: The following collection of documents are designated as contract documents:

- (i) The Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable).
- (ii) Executed Construction Contract between District and Contractor.
- (iii) Notice Inviting Bids.
- (iv) Instructions to Bidders.
- (v) General Conditions

- (v) Bidding Addenda.
- (vi) Contractor's Bid.
- (vii) General Conditions.
- (viii) Special Provisions and Technical Specifications.
- (ix) Performance and Payment Bonds.
- (x) Insurance Forms.
- (xi) Plans and Drawings.
- (xii) Reports listed in the Bidding Documents.
- (xiii) Supplements, Attachments and Exhibits attached to the above items.
- (xiv) Modifications.
- (xv) Change Orders.
- (xvi) Field Orders.
- (xvii) Other Documents if so designated by written agreement of the Parties.

1.1.26 CONTRACT SUM: The total amount of compensation stated in the Construction Contract that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

1.1.27 CONTRACT TIME: The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved by Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

1.1.28 CONTRACTOR: The individual or firm under contract with District to serve as the General Contractor for construction of the Project. The term "Contractor" means Contractor or Contractor's authorized representative.

1.1.29 CONTRACTOR MARKUP: The additional sum or deductive credit provided for under the Construction Contract for Contractor's profit and overhead on Extra or Deleted Work for which a Change Order is required to be executed under the Contract Documents adjusting the Contract Sum.

1.1.30 DAY: Whether capitalized or not, unless otherwise specifically provided, means calendar day. NOTE: For Federally-funded projects DAY, whether capitalized or not, is considered WORKING DAY and is defined as any day, except weekends and legal holidays.

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1.1.31 DEFECTIVE WORK: Work by Contractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to the Applicable Code Requirements, the Contract Documents, the directives of District or the requirements of any inspection, reference standard, test, code, or approval specified in the Contract Documents.

1.1.32 DELAY: Whether capitalized or not, includes any circumstances involving disruption, hindrance, or interference in the performance of the Work.

1.1.33 DELETED WORK: Work that is eliminated due to a Change in the Work requested by District or Contractor for which District is entitled to a deductive adjustment in the Contract Sum.

1.1.34 DESIGN CONSULTANT. The individual(s) or firm(s) under contract with District to provide design or engineering services for the Project and are responsible for preparing the Contract Documents for the Project. The term "Design Consultant" means Design Consultant or Design Consultant's authorized representative.

1.1.35 DIFFERING SITE CONDITIONS. Differing Site Conditions are those conditions encountered at the Site or in Existing Improvements that are (1) subsurface or concealed conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

1.1.36 DRAWINGS: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules, and diagrams. The Drawings are outlined in the Drawing Index. The term "Drawings" may be used interchangeably with "Plans."

1.1.37 ESCROW AGENT: A state or federally chartered bank in the State of California which holds securities pursuant to an escrow agreement as set forth in Article 9.5 of these General Conditions.

1.1.38 EXCUSABLE DELAY: A Delay for which Contractor may be entitled under the Contract Documents to an extension of time, but not compensation. "Excusable Delay" means any delay to the path of activities that is critical to Substantial Completion of the Work within the Contract Time caused by conditions beyond the control or foreseeability, and without the fault or negligence of Contractor or its Subcontractors or Sub-subcontractors, of any Tier, such as, but not limited to: war, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather



conditions that are unusual and unseasonable and in which the Work cannot continue. Without limitation to the foregoing, the financial inability of Contractor or any Subcontractor or Sub-subcontractor, shall not be deemed conditions beyond Contractor's control or foreseeability. Contractor may claim an Excusable Delay only if all Work on a critically scheduled activity is stopped for more than six (6) hours of a normal eight (8) hour working day, or if three to six hours are lost in one working day, then it may be claimed for one-half day. A Compensable Delay shall, to the extent that it is concurrent with an Excusable Delay, be conclusively deemed an Excusable Delay.

1.1.39 EXISTING IMPROVEMENTS: All improvements located on the Site as of the date of execution of the Construction Contract, whether above or below the surface of the ground, including but not limited to existing buildings, utilities, infrastructure improvements and other facilities.

1.1.40 EXTRA WORK: Additional Work or costs due to a Change in the Work that is not described in or reasonably inferable from the Contract Documents and for which Contractor is entitled to an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor's failure to perform any of its duties or obligations under the Contract Documents or arising from errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements in the Contract Documents with respect to which Contractor has assumed responsibility in connection with its obligation to conduct a careful review of the Bid Documents and Contract Documents.

1.1.41 FIELD ORDER: A written instrument signed by the Construction Manager that requests performance of Work in one of the following categories:

- (i) Over which there is a dispute as to whether the Work is or is not Extra Work.
- (ii) Involving Extra Work which District requests be performed without a unilateral Change Order adjustment to the Contract Sum or Contract Time and before all terms of an adjustment to the Contract Sum or Contract Time are fully agreed upon by District and Contractor.

The purpose of a Field Order is to direct performance of Work, which may be disputed, and, whether or not it expressly so states, shall not be construed as an acknowledgment by District that the Work described constitutes a Change or Extra Work if that is, in fact, not the case.

1.1.42 FINAL COMPLETION: The point at which:

- (i) Work is completed to the satisfaction of District in accordance with the Contract Documents, including minor corrective or completion items.

(ii) All requirements of the Contract Documents entitling Contractor to final payment shall have been performed by Contractor (including, without limitation, delivery of all warranties and guarantees, equipment operation and maintenance manuals, as-built drawings and schedules and certificates required prior to occupancy).

(iii) All approvals and acceptances shall have been made pursuant to Applicable Code Requirements.

(iv) All rubbish, tools, scaffolding and surplus materials and equipment have been removed from the Site.

1.1.43 FRAGNET: A "Fragnet", sometimes referred to as "time impact analysis," is a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Change Order Request, Field Order or Change Order, with logic ties to all affected existing activities noted on the Construction Schedule. Its objective is to isolate and quantify any time impact of a specific issue, determine, and demonstrate any such specific Delay in relation to past and/or other current Delays and to provide a method for incorporating adjustments to the Contract Time into the Construction Schedule.

1.1.44 GENERAL CONDITIONS: That portion of the Contract Documents relating to the administrative procedures to be followed by Contractor in carrying out the Work.

1.1.45 HAZARDOUS SUBSTANCES: Refers to, without limitation, the following: any chemical, material or other substance defined as or included within the definition of hazardous substances, hazardous wastes, extremely hazardous substances, toxic substances, toxic material, restricted hazardous waste, special waste, or words of similar import under any Environmental Law.

1.1.46 LOSSES: Any and all losses, costs, liabilities, Claims, damages, liquidated damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorneys' fees.

1.1.47 MODIFICATION: A document other than a Change Order, approved by District Legal Counsel and signed by District or Construction Manager and Contractor, agreeing to alter, amend or modify the Contract Documents.

1.1.48 NON-COMPENSABLE DELAY: An (i) Unexcused Delay; and (ii) an Excusable Delay that is not also a Compensable Delay.

1.1.49 NOTICE OF AWARD: Written notice issued by District notifying Contractor of issuance of the Construction Contract.

1.1.50 NOTICE TO PROCEED: Written notice issued by District to Contractor to

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begin the Work.

1.1.51 PERFORMANCE BOND, PAYMENT BOND: The performance and payment bonds to be provided by Contractor for the Project.

1.1.52 PLANS: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The term "Plans" may be used interchangeably with "Drawings."

1.1.53 PRE-CONSTRUCTION MEETING: A meeting held with the Project Team prior to beginning construction in order to review Contract Documents and clarify roles, responsibilities and authority of the Project Team.

1.1.54 PROJECT: The total construction, of which the Work performed by Contractor under the Contract Documents may be the whole or part and which may include Work performed by District's own forces or by Separate Contractors.

1.1.55 PROJECT TEAM: Collectively, the Contractor, District, Design Consultant, Separate Contractors, Construction Manager and other consultants and contractors providing professional and technical consultation for the design and construction of the Project.

1.1.56 RECORD DOCUMENTS: The term "Record Documents" refers to the As-Built Documents, warranties, guarantees, and other documents required to be submitted by Contractor as a condition of Final Completion.

1.1.57 REQUEST FOR INFORMATION: A written instrument, prepared by Contractor, which requests an interpretation or clarification in the Work or a response to a question concerning the Work. A Request for Information does not entitle Contractor to an adjustment in the Contract Sum unless it requires Extra Work and Contractor requests and is entitled to such an adjustment in accordance with the provisions of the Contract Documents.

1.1.58 REQUEST FOR INFORMATION RESPONSE: A written instrument, usually prepared by the Design Consultant, which sets forth an interpretation or clarification in the Work or a response to a Contractor question concerning the Work.

1.1.59 SCHEDULE OF VALUES: A detailed, itemized breakdown of the Contract Sum, which provides for a fair and reasonable allocation of the dollar values to each of the various parts of the Work.

1.1.60 SEPARATE CONTRACTOR: A person or firm under separate contract with District or other entity performing other Work at the Site.

1.1.61 SITE: The physical site located within District where the Project is to be

constructed, including all adjacent areas for staging, storage, parking and temporary offices.

**1.1.62 SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS:** The portion of the Contract Documents consisting of the written requirements for materials, equipment, standards, skill, quality for the Work and performance of related services. These provisions may also contain amendments, deletions, or additions to the General Conditions.

**1.1.63 STATEMENT OF CONTRACT DISPUTE:** The Contractor's written statement prepared in accordance with Section 14.3 (Submission of Contractor Claim) of the Construction Contract required as a condition of its initiating the Contract Dispute Resolution Process.

**1.1.64 SUBCONTRACTOR:** A person or firm that has a contract with a Contractor to perform a portion of the Work. The term "Subcontractor" includes suppliers and vendors and is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**1.1.65 SUB-SUBCONTRACTOR:** A person or firm that has a contract with a Subcontractor to perform a portion of the Work. The term "Sub-subcontractor" includes suppliers and vendors and is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**1.1.66 SUBCONTRACTOR/SUB-SUBCONTRACTOR MARKUPS:** The sum allowable under the Construction Contract for Subcontractor and Sub-subcontractor profit and overhead on Extra or Deleted Work for which Contractor is entitled to a Change Order under the Contract Documents adjusting the Contract Sum.

**1.1.67 SUBMITTALS:** All shop drawings, samples, exemplars, product data and other submittals required to be submitted by Contractor under the Contract Documents.

**1.1.68 SUBSTANTIAL COMPLETION, SUBSTANTIALLY COMPLETE:** The point at which the Work is sufficiently complete to be occupied and/or utilized by District for its intended purpose, and Contractor has fulfilled its obligations under the Contract Documents as determined by District, except for minor punch-list items which do not impair District's ability to so occupy and utilize the Project.

**1.1.69 SUPERINTENDENT:** The person appointed by Contractor, subject to approval by District, to supervise and coordinate Contractor's own forces and Subcontractors in all aspects of the Work.

1.1.70 TIER: The contractual level of a Subcontractor with respect to Contractor. For example, a first-tier Subcontractor is under subcontract with Contractor. A Sub-subcontractor under subcontract with a first-tier Subcontractor, is in the second tier, and so on.

1.1.71 UNEXCUSED DELAY: Any Delay in the path of activities that is critical to Substantial Completion of the Work within the Contract Time resulting from causes other than Excusable Delay or Compensable Delay. An Unexcused Delay shall not entitle Contractor to either an extension of the Contract Time or an adjustment of the Contract Sum. A Compensable Delay or Excusable Delay shall, to the extent it is concurrent with an Unexcused Delay, be conclusively deemed an Unexcused Delay.

1.1.72 WORK: All labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any changes or additions requested by District, in accordance with the Contract Documents and all Applicable Code Requirements.

1.1.73 INTERPRETATION OF “SHALL” AND “MAY.” Where applicable to determine obligations of the Parties, the term “SHALL” is to be construed as mandatory and “MAY” shall be construed as permissive.

## **1.2 OWNERSHIP AND USE OF DOCUMENTS**

1.2.1 All originals, copies and electronic forms of Drawings, Plans, specifications, shop drawings, samples, reports, schedules and other materials or documents prepared for the Project (including, without limitation, the Contract Documents) shall not be used by Contractor, or any Subcontractor or Sub-subcontractor, of any Tier, for any purpose other than performance of the Work. Contractor, Subcontractors and Sub-subcontractors are granted a limited license, revocable at will by District, to use and reproduce applicable portions of the Contract Documents appropriate to and for use in the execution of their Work under the Contract Documents; provided however, that such use shall not be construed in derogation of Owner’s rights to use and ownership under this provision.

1.2.2 Contractor shall keep on the Site of the Project, at all times, a complete set of District approved, permitted Contract Documents for use by District.

1.2.3 Proposed Changes or refinements and clarifications will be provided to Contractor in the form of reproducible prints. Contractor shall, at its own expense and without adjustment to the Contract Sum, do all reproduction and distribution of such reproducible prints as necessary for the complete pricing of the Change and for performance of the Work.

1.2.4 Contractor shall take all necessary steps to assure that a provision is included in all contracts with Subcontractors and Sub-subcontractors, of every

Tier, who perform Work on the Project, protecting and preserving District's rights to ownership and use of documents as set forth in this Article 1.2.

1.2.5 All documents, including but not limited to Drawings, Plans, specifications, shop drawings, samples, reports, schedules and other materials or documents prepared for the Project (including, without limitation, the Contract Documents) shall be owned exclusively by the District prior to and after completion of the Project.

### **1.3 AUTHORITY OF DISTRICT**

1.3.1 The Design Consultant shall, upon request, make recommendations to District and the Construction Manager concerning the quality or acceptability of Work performed.

1.3.2 District, in its sole discretion, will interpret the Contract Documents and make the determination of whether or not Contractor has fulfilled the requirements of the Contract Documents. Such interpretations and decisions of District shall be final and binding upon Contractor.

### **1.4 INTERPRETATION OF CONTRACT DOCUMENTS**

1.4.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.4.2 In general, the Drawings will show dimensions, positions, and kind of construction; and the Special Provisions and Technical Specifications will define materials, quality, and standards. Any Work called for on the Drawings and not mentioned in the Special Provisions and Technical Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked, or specified.

1.4.3 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.4.4 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference

thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement. To the extent the Contract Documents define obligations of the parties, the word "shall" means a mandatory obligation and "may" means a permissive obligation.

1.4.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include the other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.4.6 Any cross-references indicated between various subparagraphs or Drawings and Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

1.4.7 Unless specifically noted to the contrary, it is the intention of the Contract Documents that all Work, equipment, casework, mechanical, electrical, and similar devices of whatever nature, be completely installed, hooked-up, made operational and made functional for the purpose such are intended, and that all costs therefor be included in the Contract Sum.

1.4.8 Figured dimensions on scale Drawings and on full size Drawings shall govern over scale Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Construction Manager's attention before proceeding with the Work affected by the discrepancy.

1.4.9 If there is a conflict between or among any of the Contract Documents, Contractor shall immediately bring such conflict to the attention of District, whose decisions regarding such conflict shall be final and binding as to the requirements of the Contract Documents. In the event of any conflicts between or among the Applicable Code Requirements, the more stringent shall govern. In resolving any conflict in the Contract Documents, the highest standard of quality and skill, the most stringent requirements, and the most specific provision of the Contract Documents shall govern and shall be required in the performance of the Work.

1.4.10 The general character of the Work is shown in the Contract Documents, but Changes, Modifications, clarifications and refinements may be made in details when needed to more fully explain the Work. Provided that there is a logical evolution of the Bid Documents that were bid by Contractor or were reasonably inferable as necessary to provide a completed and fully operational system,

facility or structure, the same shall be considered part of the scope of the Work to be performed without adjustment in the Contract Sum or the Contract Time.

1.4.11 Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated on starting only, such detail shall be continued throughout the course of parts in which it occurs and shall also apply to all other similar parts in the Work unless otherwise indicated.

1.4.12 For convenience, the Special Provisions and Technical Specifications are arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. Contractor shall be solely responsible for all subcontract arrangements of Work regardless of the location or provision in the Special Provisions and Technical Specifications.

1.4.13 Contractor will provide all necessary labor, equipment, transportation, and incidentals required to complete the Work, even if the Contract Documents do not describe the Work in complete detail.

1.4.14 Drawings and diagrams for mechanical, plumbing and electrical Work shall be considered as diagrammatic only, not to be used for any structural guidance or physical layout, unless specifically detailed or dimensioned, and Contractor shall be responsible to provide any and all numbers and lengths of mechanical, plumbing or electrical fittings, wire, conduit, connections, attachments or similar materials needed to complete the Work, at no adjustment to the Contract Sum or Contract Time, whether or not they exceed the numbers of such pieces or the lengths indicated by the Drawings.

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## **ARTICLE 2 – DISTRICT**

### **2.1 INFORMATION AND SERVICES PROVIDED BY DISTRICT**

2.1.1 District will furnish up to five (5) (sets) of the Contract Documents or portions thereof free of charge.

2.1.2 Except as otherwise provided in the Special Provisions and Technical Specifications and Article 3.18 herein, District shall obtain and pay for any permits, easements and governmental approvals for the use or occupancy of permanent structures required in connection with the Work.

2.1.3 Requests for Information Responses, Approvals and decisions required of District, Design Consultant or Construction Manager under the Contract Documents shall be provided by District, Design Consultant or Construction Manager to Contractor upon request in a timely manner in order to avoid unreasonable Delay in the orderly and sequential progress of the Work. Notwithstanding the foregoing, failure by District, Design Consultant, Construction Manager or District's other consultants to provide Request for Information Response, Approvals or decisions shall not be considered as a basis for Contractor to seek adjustment in the Contract Time until seven (7) Days after Contractor has delivered written notice to District and to the person from whom such information, Approval or decision is needed, stating the following:

- (i) You are hereby notified that certain information, approval or decision described herein has not been provided in accordance with this provision and if not provided within seven (7) Days from this notice may result in additional cost or a request for time extension due to Delay;
- (ii) A detailed description of the information, approval or decision required; and
- (iii) The date by which the information, approval or decision must be received as to not result in Delay to the Project, which shall in no event be earlier than seven (7) Days after the date of District's receipt of such notice.

### **2.2 ACCESS TO PROJECT SITE**

2.2.1 District will make available, no later than the date designated in the current Construction Schedule accepted by District, the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents, for use by Contractor.

### **2.3 DISTRICT'S RIGHT TO STOP THE WORK**

2.3.1 If Contractor fails to correct Defective Work as required by Article 12.2, fails to perform the Work in accordance with the Contract Documents, or violates

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any Applicable Code Requirement, District may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. District shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

## **2.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK**

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails within the time specified in the Contract Documents, after receipt of notice from District to promptly commence and thereafter diligently continue to completion the correction of such failure, District may, without prejudice to other remedies District may have, correct such failure at Contractor's expense. In such case, District shall be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of District and District's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to District.

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## **ARTICLE 3 – CONTRACTOR**

### **3.1 REVIEW OF THE SITE, CONTRACT DOCUMENTS AND FIELD CONDITIONS**

3.1.1 Contractor acknowledges that it is satisfied as to character, quality, and quantities of surface and subsurface materials or obstacles to be encountered insofar as reasonably ascertainable from a careful inspection of the Site (including, without limitation, Existing Improvements on the Site) and from the geological investigation reports, data and similar information made available to Contractor by District. Any failure by Contractor to take such information or conditions into consideration will not relieve Contractor from responsibility for estimating the difficulty and cost of successfully completing the Work within the Contract Sum and Contract Time.

3.1.2 Contractor warrants and represents that it has carefully reviewed and compared the Bid and Bid Documents prior to submitting its Bid and executing the Contract. Based upon its careful review, Contractor agrees that it shall not be entitled, and conclusively waives any right, to an adjustment in the Contract Sum or Contract Time for any additional or unforeseen costs or Delay in the performance of Work due to conditions in Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements, if such conditions were either discovered by Contractor or could have been reasonably discovered by Contractor or its Subcontractors or Sub-subcontractors, of every Tier, in the exercise of care and diligence in the review of the Bid Documents.

3.1.3 If Contractor discovers what it perceives to be errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements in the Contract Documents, then Contractor shall, before proceeding with the Work affected, notify District or the Construction Manager in writing within two (2) Days stating both of the following:

- (i) A detailed description of the conditions discovered; and
- (ii) Contractor's request for clarification, further details, or correction of the Contract Documents.

Failure by Contractor to provide written notice within the period of time required shall result in Contractor waiving any right to adjustment in the Contract Sum or Contract Time on account thereof.

3.1.4 Contractor shall submit written notice thereof to District if, in Contractor's opinion, District, Design Consultant or Construction Manager furnishes additional written or verbal instructions, information or directions that Contractor considers constitute additional Work or Delay for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided

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prior to performance of the Work affected by such instruction, information, or direction and seven (7) Days after Contractor first received such instruction, information or direction. Failure to provide such written notice in the manner required by this provision shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time by reason of such instruction, information, or direction.

3.1.5 Field measurements shall be taken, and existing field conditions verified by Contractor, and carefully compared with the Contract Documents and other information known to Contractor before commencing the Work. Contractor shall promptly report in writing to the Construction Manager any errors, inconsistencies, or omissions discovered.

3.1.6 If Contractor or any Subcontractor or Sub-subcontractor, of every Tier, performs any portion of the Work which it knows, or in the exercise of care and diligence should have known, involves an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Code Requirements, without notifying and obtaining the written Approval of District or before obtaining a written clarification, interpretation, instruction or decision from District, Design Consultant or Construction Manager, then any Work that is performed that is not in conformance with the clarifications, interpretation, instruction or decision of District, Design Consultant or Construction Manager shall be removed or replaced and Contractor shall be responsible for the resultant Losses with no adjustment in the Contract Sum or Contract Time.

3.1.7 District does not impliedly or expressly warrant, and assumes no responsibility for, the accuracy, suitability or completeness of the Bid Documents, Contract Documents or of the data, opinions or recommendations contained or expressed in any information, data or reports provided to Contractor relating to the following conditions at the Site: geological, soils, hydrologic, groundwater, Hazardous Substances, surface and subsurface obstructions, surface and subsurface utilities or Existing Improvements. Existing Improvements at the Site, for which no specific description is made on the Drawings, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor, but only upon the specific direction and control of District. Without limitation to the foregoing, and notwithstanding any information provided by District pertaining to groundwater elevations and/or geological and soils conditions encountered, it is understood that it is Contractor's responsibility to determine and allow for the elevation of groundwater, and the geological and soils conditions at the date of performance of the Work and any difference between elevation of groundwater and the geotechnical and soils conditions shown in the information provided by District and groundwater and the geotechnical and soils conditions actually encountered will not be considered as a Differing Site Condition or as a basis for an adjustment to the Contract Sum or Contract Time.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention and shall provide supervision sufficient to assure proper coordination and timely completion. Contractor shall be solely responsible for and have control over construction means, methods, techniques, safety, sequences, procedures, and the coordination of all portions of the Work.

3.2.2 Contractor shall be responsible for the accurate layout of all portions of the Work and shall verify all dimensions on the Drawings and shall report to District any discrepancies before proceeding with related Work.

3.2.3 Contractor may be assigned working space adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Contractor shall be responsible for leaving the space in as good condition as Contractor found it or restoring it to the condition it was in prior to Contractor commencing the Work.

3.2.4 Contractor shall be responsible to District for acts and omissions of Contractor's agents, employees, and of Contractor's Subcontractors and Sub-subcontractors, of every Tier, and their respective agents and employees. Unless otherwise stated in the Contract Documents, references to Contractor, when used in reference to an obligation bearing upon performance of the Work, shall be deemed to include Contractor's Subcontractors and Sub-subcontractors of every Tier.

3.2.5 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents by the act(s) or omission(s) by District in the administration of the Contract, or by tests, inspections or Approvals required or performed by persons or firms other than Contractor.

## **3.3 RESPONSIBILITY FOR THE WORK**

3.3.1 Contractor shall be in charge of and responsible for all portions of the Work of the Contract and shall be responsible for conforming such portions to the requirements of the Contract Documents and readying such portions to receive subsequent Work.

3.3.2 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work, and shall ensure that each Subcontractor and Sub-subcontractor engaged on the Site arranges the storage of materials and equipment and performance of its Work so as to interfere as little as possible with Separate Contractors or other persons engaged in work for District on the Site.

3.3.3 During the installation of Work, Contractor shall insure that existing

facilities, fences, and other structures are all adequately protected. Upon Final Completion of all Work, all facilities that may have been damaged shall be restored to a condition acceptable to District.

3.3.4 Contractor is responsible for the security of the Site and all Work provided under the terms of this Contract, as well as all Work provided by Separate Contractors that occurs on the Site at any time prior to Final Completion and Acceptance of the Work by District.

### **3.4 LABOR, WORKMANSHIP, MATERIALS AND MANUFACTURED ITEMS**

3.4.1 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents or otherwise Approved by the Construction Manager, all articles, equipment, and materials incorporated in the Work shall be new, of good quality, undamaged and not defective.

### **3.5 CONTRACTOR'S WARRANTY**

3.5.1 Contractor warrants to District that all materials and equipment used in or incorporated into the Work will be of good quality, new and free of liens, Claims and security interests of third parties; that all labor, installation, materials, and equipment used or incorporated into the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents and Applicable Code Requirements. If required by District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Manufactured items installed in the Work and not specifically covered in the Contract Documents are to be installed in strict accordance with manufacturers' current printed instructions.

3.5.2 All materials to be incorporated in the Work shall be protected from damage during delivery, storage, and handling, and after installation until Acceptance of the Work, and Contractor shall, without charge to District, be responsible for all damage due to Contractor's failure to provide such proper protection.

### **3.6 CONSTRUCTION METHODS AND PROCEDURES**

3.6.1 The methods and procedures adopted by Contractor shall be such as to secure a quality of Work satisfactory to District and to enable completion of the Work in the time agreed upon. If at any time such methods and procedures appear inadequate, District may order Contractor to improve their character or increase efficiency, and Contractor shall conform to such order; but the failure of District to order such improvement of methods or increase of efficiency will not

relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents or within the Contract Time.

3.6.2 If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall be fully and solely responsible for the Site safety for implementing such means, methods, techniques, sequences, or procedures. If Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, Contractor shall give written notice to District and shall not proceed with that portion of the Work without further written instruction by District.

### **3.7 TAXES**

3.7.1 Contractor, Subcontractors and Sub-subcontractors are responsible for paying all sales, consumer, business license, use, income and payroll, and similar taxes for the Work or portions thereof provided by Contractor and Subcontractors.

### **3.8 LEGAL REQUIREMENTS**

3.8.1 Contractor shall perform the Work in accordance with all Applicable Code Requirements, even though such requirements are not specifically mentioned in the Contract Documents.

3.8.2 When the Work required by the Contract Documents is in conflict with any Applicable Code Requirement, Contractor shall notify District and shall not proceed with the Work until District has so ordered.

### **3.9 SUPERINTENDENT/PROJECT STAFF**

3.9.1 Contractor shall employ a complete and competent project staff for the duration of the Work, which shall include separate individuals designated to act as Superintendent(s), project manager(s), project engineer(s) and administrative assistant(s), plus such other members as necessary to diligently prosecute the Work. Contractor shall not replace the designated Superintendent or project manager without a minimum seven (7) Day written notice and only with the written approval of District, which may be granted or withheld in its sole discretion. Any Project staff member and any replacement member shall be subject to the approval of District, which may be granted or withheld in its sole discretion. Upon notice from District requesting replacement of any Project staff member who is unsatisfactory to District, Contractor shall in a timely manner, but in no event longer than three (3) Days after notification, replace such member with a competent member satisfactory to District. Failure by Contractor to comply with this provision shall entitle District, at its option exercised in its sole discretion, to terminate the Contract or suspend the Work until compliance is demonstrated. All costs or damages associated with such termination or suspension shall be

borne by Contractor, without adjustment in the Contract Sum or Contract Time.

3.9.2 The Superintendent shall be at the Site at all times during the performance of the Work. The Superintendent shall represent Contractor and communications given to and acknowledged by the Superintendent shall be binding on Contractor. Further, communications issued by or received from the Superintendent shall be deemed as binding on Contractor. The Superintendent must be able to read, write and communicate fluently in English. The Superintendent shall not perform the Work of any trade, pickup materials or perform any Work not directly related to the supervision and coordination of the Work.

### **3.10 SCHEDULES REQUIRED OF CONTRACTOR**

3.10.1 Contractor shall submit a preliminary Construction Schedule to District in a form approved by the Construction Manager at the Pre-Construction Meeting.

3.10.2 Updated Construction Schedules shall be submitted in the form and frequency approved by the Construction Manager.

3.10.3 The Construction Schedule and Construction Schedule updates shall meet the following requirements:

.1 Schedules must be suitable in format and clarity for monitoring progress of the Work and shall utilize the critical path method of scheduling.

.2 Schedules must provide necessary data about the timing for District's decisions and District-furnished items.

.3 Schedules must be in sufficient detail to demonstrate adequate planning and staffing for the Work.

.4 Schedules must represent a practical plan to complete the Work within the Contract Time. If at any time during the Work, any activity is not completed by its latest scheduled completion date, Contractor shall notify the Construction Manager within seven (7) Days of Contractor's plans to reorganize the work force to return to the schedule and prevent Delays on any other activity.

.5 An updated Construction Schedule shall be submitted with each progress payment request, but no less frequently than monthly, and shall include all of the following:

(i) A written narrative report detailing the actual progress of the Work as of the date of submission;

(ii) The expected progress of the Work as of such date according to the

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approved Construction Schedule;

(iii) The reasons for any variance between the approved Construction Schedule and the updated Construction Schedule; and

(iv) Contractor's plan for placing the Work back on Schedule, at Contractor's expense.

3.10.4 Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so the progress, sequence and timing of the Work conform to the current accepted Construction Schedule. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work, the ordering and fabrication of materials, required Submittals, and the delivery of equipment, shall coordinate and integrate such information and data in updated Construction Schedules and Record Documents, and shall monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances or disruptions for its own forces and those forces of Subcontractors, regardless of Tier. Contractor shall cooperate with District in the development of the Construction Schedule and updated Construction Schedules.

3.10.5 District's review, comments, requests for revisions, or acceptance of any schedule or scheduling data shall not:

(i) Relieve Contractor from its sole responsibility for the feasibility of the schedule and to plan for, perform, and complete the Work within the Contract Time;

(ii) Transfer responsibility for any schedule from Contractor to District; nor

(iii) Imply District's agreement with any assumption upon which such schedule is based or any matter underlying or contained in such schedule.

3.10.6 Failure of District to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Construction Schedule, shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10.7 Contractor shall cooperate with and coordinate its schedule with work of District and District's Separate Contractors.

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### 3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 Contractor shall maintain one (1) set of As-Built Documents at the Site, which shall be kept up to date on a daily basis at all times during the performance of the Work. All performed changes, deletions, or additions in the Work from that shown in the Contract Documents shall be recorded accurately and completely in the Record Documents. Upon Final Completion and as a condition to final payment, each sheet of the As-Built Documents and other Record Documents shall be signed and attested to by a representative of Contractor as being complete and accurate.

3.11.2 Contractor shall, at all times during performance of the Work, also maintain the following at the Site:

- (i) The latest updated Construction Schedule approved by District;
- (ii) Shop Drawings, product data, and samples; and
- (iii) All other required Submittals.

At all times during the Project, these documents shall be available to District, the Construction Manager and the Design Consultant to audit, excerpt, or copy as they see fit. Upon Final Completion or termination of the Construction Contract, these shall be delivered to District.

3.11.3 It shall be the responsibility of Contractor to maintain a current and complete record of all Changes performed during the progress of the Project construction. The record shall be in the form of a complete set of prints of the As-Built Documents on which daily recordings are made by Contractor, indicating in detail and dimension each variation from the original set of Contract Documents and including all the construction Work. At the completion of construction, Contractor shall, as a requirement of the Final Completion of the Work, certify that to the best of its knowledge, the As-Built Documents are true and accurate, and that the indications thereon represent all Changes performed during the construction of the Project. At the Final Completion of the Work, the As-Built and other Record Documents shall become the property of District.

3.11.4 Contractor, in concert with the Design Consultant and the Construction Manager, shall review Contractor's As-Built Documents for conformance with all current Changes prior to presenting its monthly Application For Payment. The monthly progress payment statement will not be accepted or processed by District unless the As-Built Documents are current and complete, and Approved by District.

3.11.5 At the Final Completion of the Work, all information annotated monthly on the As-Built Documents shall be fully incorporated by Contractor onto a set of mylar reproducibles furnished by Contractor. These As-Built Documents will

become the permanent property of District at the Final Completion of the Work. If the As-Built Documents are prepared on a computer, then the revised computer files shall also be provided to District in the file format specified by District.

### **3.12 SUBMITTALS**

3.12.1 Submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which Submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Prior to starting Work, Contractor shall provide to District an initial schedule for all materials and equipment for which shop drawings are required by the Contract Documents. For each required shop drawing, Contractor shall provide to District the date for the drawing's intended Submittal to the Design Consultant for review. The date required for its return to avoid Delay in any activity beyond the scheduled start date shall also be given.

3.12.2 All shop drawings and other Submittals shall be provided at Contractor's expense, when required by the Contract Documents or requested by the Construction Manager.

3.12.3 Contractor shall review, stamp approved, and submit to the Construction Manager, all Submittals required by the Contract Documents to be submitted and reviewed by the Design Consultant. Submittals to the Construction Manager without evidence thereon of Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements. Submittals shall be provided within the time frame specified in the Special Provisions and Technical Specifications in accordance with the Construction Schedule, and in such sequence as to cause no Delay in the Work or in the activities of District or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents, may be returned without action by the Construction Manager or Design Consultant. Submittal to the Construction Manager and Design Consultant must include a statement, in writing, identifying any deviations from the Contract Documents required due to manufacturing or installation limitations contained in the Submittal.

3.12.4 All Submittals shall be submitted in six (6) sets, accompanied by letters of transmittal, and addressed to the Construction Manager for review. Unless otherwise specified in the Contract Documents, Submittals consisting of Drawings or Plans shall be in the form of six (6) copies. The Submittal must be in accordance with the Contract Documents. If the Submittal involves a request for substitution of materials, the request shall be clearly identified on the Submittal that it is a "Request for Substitution." Unless so clearly marked, Submittals shall not be considered as a request for substitution. If changes or corrections are required, three marked-up prints shall be returned to Contractor. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, or product samples, necessary to describe a system, product, or item. The

letter of transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor, shall be numbered consecutively, and shall be referenced to the sheets or paragraphs of the Contract Documents, referenced by sheet or subparagraph affected. Submittals shall be combined for singular assemblies, items or materials.

3.12.5 No Work requiring a Submittal shall be performed by Contractor until the Submittal has been reviewed by District, Construction Manager or Design Consultant and the Design Consultant has documented the exceptions noted on the Submittal. Contractor shall allow twenty (20) Days for review of Submittals. Once the Submittal is returned to Contractor by the Construction Manager with a statement that it has been reviewed and no exceptions are taken or further action requested, such Work shall be performed in accordance with the Submittal and the Contract Documents.

3.12.6 Contractor's Submittals represent that Contractor has determined or verified materials and field measurements and conditions related thereto and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and Submittals for related Work.

3.12.7 If Contractor discovers any conflicts, omissions or errors in Submittals, Contractor shall notify the Construction Manager and receive instruction before proceeding with the affected Work.

3.12.8 Contractor shall remain solely responsible, notwithstanding District, Construction Manager or Design Consultant's review or approval of Submittals, for deviations (including, without limitation, those arising from standard shop practice) from requirements of the Contract Documents, unless Contractor has specifically informed District, Construction Manager or Design Consultant in writing of such deviation at the time of transmitting the Submittal and District, Construction Manager or Design Consultant has given written approval of such deviation. No adjustment in the Contract Sum or Contract Time shall be permitted with respect to any such deviations that are noted in writing by Contractor and as to which District, Construction Manager or Design Consultant takes no exception or approves.

3.12.9 After review of Contractor's Submittals by District, Construction Manager or Design Consultant, the Construction Manager will transmit to Contractor the required number of sets. If the Submittals are found to be incomplete or incorrect, Contractor shall resubmit after corrective action has been taken. Contractor shall reimburse District, or District may withhold from payments due Contractor, sums owing by District for any fees charged by District, Construction Manager or Design Consultant or District's other consultants for more than two (2) reviews of a Submittal, or for accelerated review in a shorter time than set forth in the approved Construction Schedule, if requested by Contractor or caused by late Submittals by Contractor. The return of a Submittal due to failure to comply with the

Contract Documents or for correction or additional information shall be considered a review.

3.12.10 Review of Submittals by District, Construction Manager or Design Consultant will be general and for conformance with design intent and shall not relieve Contractor from the responsibility for proper fitting and construction of the Work, nor from furnished materials and Work required by the Contract which may not be indicated on the reviewed Submittals.

3.12.11 Submittals shall be in English, be of good quality, and be of a size and scale to clearly show all necessary details. Submittals shall show in detail the size, sections, and dimensions of all members; the arrangement and construction of all connections, joints and other pertinent details; and all holes, straps and other fittings required by other Separate Contractors for attaching their Work. When required by District, Construction Manager or Design Consultant, engineering computations shall be submitted. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose Work is dependent thereon.

3.12.12 Contractor shall, at all times, maintain at the Site a complete file of all District, Construction Manager or Design Consultant-reviewed Submittals.

### **3.13 TRADE NAMES, SUBSTITUTIONS**

3.13.1 Except as otherwise noted and permitted by law, whenever in the Contract Documents any material or process is indicated or specified by two or fewer patents, proprietary names, brand names and/or manufacturers, such specification shall be deemed pursuant to Public Contract Code 3400 to be followed by the words "or approved equal".

3.13.2 Contractor shall have ten (10) Days after submission of the Bid to submit data substantiating substitution of "or equal" items. District, with the advice of the Design Consultant, will determine whether the proposed brand or item is equal in quality and utility to that specified in the Contract Documents, and its decision shall be final. District, Construction Manager or Design Consultant may require the submission of samples, formulae, and/or statements of physical properties for consideration in determining equality of the material or process in question. No proposal for an equal will be considered complete unless accompanied by complete information and descriptive data necessary to determine the equality of the offered equal.

3.13.3 If Contractor requests use of substitute material or process, it shall be incumbent upon Contractor to furnish sufficient evidence to support the claim of equality to the satisfaction of District, Construction Manager or Design Consultant.

3.13.4 If District accepts for use in the Project a substitute material or process

which in the opinion of District, Construction Manager or Design Consultant is not the equal of that specified, a Change Order shall be issued issuing a credit to District for the difference in value.

3.13.5 Substitutions by Contractor that are incorporated into the Work without the prior review and Approval by District, Construction Manager or Design Consultant in accordance with the requirements of the Contract Documents shall be deemed to be Defective Work.

3.13.6 The specified Construction Contract completion time shall not be affected by any circumstance developing from the substitution provisions of this Article 3.13.

### **3.14 DAILY REPORTS BY CONTRACTOR**

3.14.1 At the end of each working day, Contractor shall submit a daily report to the Construction Manager (on a form provided by or accepted by the Construction Manager) listing:

- (i) At the end of each working day, Contractor shall submit a daily report to the Construction Manager (on a form provided by or accepted by the Construction Manager) listing: Labor - Names of workers, classification, and hours worked;
- (ii) Material - Description and list of quantities of materials used;
- (iii) Equipment - Type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable;
- (iv) Inspection and Testing Activities - Name, District or company and items involved;
- (v) Areas of Work - The areas of the Site on which Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the day;
- (vi) Accidents, Delays, Defective Work - Description in detail of any injuries to workers, accidents, Delays, or Defective Work that were encountered; and
- (vii) Other Services and Expenditures - Description in such detail as District may require of other services and expenditures.

3.14.2 Reports by Subcontractors and Sub-subcontractors that comply with the requirements of this Article 3.14 shall also be submitted to the Construction Manager through Contractor at the end of each working day.

3.14.3 Submission of daily reports by Contractor, Subcontractors and Sub-subcontractors, of every Tier performing Work on the Site shall be a condition

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precedent to Contractor's right to payment under the Contract.

3.14.4 Facts, notice, or information contained in daily reports of Contractor or its Subcontractors or Sub-subcontractors, whether known or not known to District or Construction Manager, shall under no circumstances be considered evidence of compliance by Contractor with any of the specific written notice requirements of the Contract Documents.

### **3.15 CUTTING AND PATCHING**

3.15.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work join properly and to allow the Work to join the work of Separate Contractors shown in, or reasonably implied by, the Contract Documents.

3.15.2 Contractor shall not endanger the Work, the Project, Existing Improvements, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of District.

3.15.3 In all cases, cutting shall be performed under the supervision of competent workers skilled in the applicable trade and shall cause the openings to be cut as small as possible to minimize unnecessary damage.

### **3.16 ACCESS TO THE WORK**

3.16.1 District, Construction Manager, Design Consultant, their consultants, and other persons authorized by District shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

3.16.2 District may, at any time, and from time to time during the performance of the Work, enter the Project for the purpose of installing any necessary other work by District labor or other contracts or for any other purpose. Contractor shall cooperate with District and not interfere with other work being done by or on behalf of District.

### **3.17 ROYALTIES AND PATENTS**

3.17.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall immediately notify District if it learns of any circumstances that may constitute an infringement of patent rights and shall defend and indemnify District and the members of the Project Team in accordance with Article 3.21 against Losses, liabilities, suits, or Claims resulting from Contractor's or any Subcontractor's or Sub-subcontractor's infringement of patent rights.

### **3.18 PERMITS AND LICENSES**

3.18.1 Contractor and all Subcontractors shall obtain and be responsible for the cost of all permits and applications related to the construction of the Project.

### **3.19 DIFFERING SITE CONDITIONS**

3.19.1 Save and except as permitted for Differing Site Conditions as defined in this Article 3.19, Contractor agrees to solely bear the risk and the additional cost and Delay of all concealed or unknown conditions at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

3.19.2 Differing Site Conditions are those conditions encountered at the Site or in Existing Improvements that are (1) subsurface or concealed conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

3.19.3 If Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall be immediately reported to District and the Construction Manager followed within twenty-four (24) hours by a written notice stating a detailed description of the conditions encountered.

3.19.4 District shall promptly investigate Contractor's report of Differing Site Conditions. If District finds that Differing Site Conditions exist, in accordance with this Article 3.19, an adjustment shall be made in the Contract Sum and Contract Time in such amount as District approves.

3.19.5 If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within seven (7) Days after it first discovered, or should have discovered in the exercise of diligence and care, the existence of such Differing Site Conditions, submit a written statement setting forth a detailed cost breakdown in the form required by Article 7.2 setting forth the basis of Contractor's calculation of the costs saved or incurred, detailed information demonstrating the effect on the Construction Schedule in the same manner as required by the Contract Documents for obtaining approval of extensions of time, identification of the Bid Documents that formed the basis of Contractor's Bid estimate to perform the Work affected by such conditions and a complete and detailed explanation of the factual basis for the request.

3.19.6 Failure by Contractor to strictly comply with the requirements of this Article 3.19 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed a waiver of any right by Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.



3.19.7 No Claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after final payment under the Construction Contract.

### **3.20 INSPECTIONS**

3.20.1 In order to allow for inspection by District and other agencies, or any inspection required elsewhere in the Special Provisions and Technical Specifications, Contractor shall notify District in writing three (3) Days in advance of the permanent concealment of any materials or Work.

3.20.2 Whenever Contractor desires to carry on the Work of this Construction Contract at hours other than 7:00 AM to 6:00 PM, Monday through Friday and from 9:00 AM to 5:00 PM on Saturdays, it shall request authorization in writing from District for such Work at least twelve (12) Days in advance and, if approved to proceed, Contractor agrees to pay overtime reimbursement of costs, of such required inspector(s) and the Construction Manager, Design Consultant and/or other District consultants whose presence is necessary and requested by District.

3.20.3 If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to District that the materials used, and the Work done are in conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished by Contractor at its expense. Contractor shall replace, at its own expense and without reimbursement by District, any materials or Work damaged by exposure and any faulty materials or work evidenced by such exposure or testing.

3.20.4 When, in order to comply with the intent of the Contract Documents, inspection must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify District a sufficient length of time in advance to allow for arrangements to be made for such inspection.

3.20.5 Any inspection or approval by any representative or agent of District will not relieve Contractor of the responsibility of incorporating into the Work only those materials which conform to the Contract Documents, and any nonconforming materials all be removed from the Site whenever identified.

3.20.6 When Contractor believes it has achieved either Substantial or Final Completion of the Work, Contractor shall notify District and the Construction Manager in writing and request a Substantial or Final Completion inspection of the Work. District, Design Consultant and Construction Manager will make such inspection as soon thereafter as possible.

### **3.21 INDEMNIFICATION, STOP NOTICES**

3.21.1 Contractor shall fully comply with the Indemnification provision of the Construction Contract.

3.21.2 Contractor shall take steps to assure that a right of indemnification is included in all subcontracts, purchase orders and other contracts entered into by Subcontractors and Sub-subcontractors, of every Tier, for the Project that afford the same coverage, benefits and protections as provided for in Article 3.21.1.

3.21.3 Nothing set forth in the Contract Documents shall be construed to give rise to any express or implied right in favor of Contractor for indemnity or contribution.

3.21.4 Contractor shall not permit any stop notices or other claims, valid or invalid, to be served, filed, recorded, or otherwise imposed on District or on any part of the Work or the property on which the Work is performed. If any stop notice or other claim is served, filed or recorded in connection with the Work, District shall have the option, in its sole discretion, to require that Contractor immediately and at its own expense obtain a bond executed by a good and sufficient surety, in accordance with the California Civil Code, Section 3196, in a sum equal to one hundred twenty-five percent (125%) of the amount of such stop notice or claim. Such bond shall guarantee the payment of any amounts which the claimant may recover on the stop notice or claim, together with the claimant's costs of suit in any action to enforce such stop notice or claim if the claimant recovers therein. This remedy shall be in addition to all other rights and remedies of District under the Contract Documents and applicable law, including, without limitation, the right to withhold funds from sums due to Contractor.

### **3.22 PARKING**

3.22.1 Contractor shall provide and maintain suitable parking areas, for use by all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, construction activities or public parking.

### **3.23 USE OF THE PROJECT SITE AND CLEAN UP**

3.23.1 Contractor shall confine operations at the Site to areas permitted by Applicable Code Requirements and the Contract Documents. Contractor shall not encumber the Site with materials or equipment so that Separate Contractors' work is hindered or impeded due to such encumbrances.

3.23.2 Contractor shall, during performance of the Work, keep the Site and surrounding area free from the accumulation of excess dirt, dust, waste materials, water and rubbish caused by Contractor or any Subcontractors. Contractor shall continuously remove all excess dirt, waste material, water and rubbish caused

by Contractor and all tools, equipment, machinery and surplus materials from the Site and surrounding area at the completion of the Work. Adequate cleanup will be a condition for progress payments.

3.23.3 Personnel of Contractor, Subcontractors, and Sub-subcontractors shall not occupy, live upon, or otherwise make use of the Site during any time that Work is not being performed at the Site, except as otherwise provided in the Contract Documents.

3.23.4 Upon Final Completion of the Work, Contractor shall remove all construction facilities, appurtenances, tools, material, and other articles from the Site. The entire area, including all fixed equipment, floors, surfaces, and hardware shall be cleaned and restored to their original condition in accordance with the Special Provisions and Technical Specifications.

3.23.5 In addition to water sprinkling, temporary enclosures and anti-dust sweeping compounds should be used to limit dust and dirt rising and to keep the Site clean.

3.23.6 Construction materials shall be neatly stacked by Contractor when not in use. Dusty materials in piles or in transit shall be covered to prevent suspension of the dirt in the air. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from the affected surfaces to prevent marring or other damage.

3.23.7 Volatile wastes shall be properly stored in covered metal containers and removed daily. All other trash receptacles shall be promptly emptied when full. Contractor shall promptly and legally transport and dispose of removed and demolished items and waste materials not identified to be recycled or reused in a manner complying with local ordinances and anti-pollution laws. No rubbish or waste materials shall be burned, buried, or otherwise disposed of on the Site.

3.23.8 Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site. Sanitary facilities shall be on a portable trailer and shall be removed from the Site at the end of each workday. For sewer lining projects, Contractor shall provide additional sanitary facilities on a portable trailer to be used by the residents during lining installation (one sanitary facility per each 30 meters [100 feet]). Contractor shall remove those sanitary facilities as soon as relief holes are cut and notices of completion are delivered.

## **3.24 ENVIRONMENTAL CONTROLS**

3.24.1 AIR POLLUTION CONTROL. Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules,

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regulations, ordinances, and statutes, specified in the California Government Code, Section 11017, or any other applicable law. In the absence of any applicable air pollution control rules, regulations, ordinances, or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds and liquid asphalt used on the Project shall comply with the applicable material requirements of the San Luis Obispo County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Material to be disposed of shall not be burned.

.1 Mold. If any material susceptible to microbial growth becomes wet during the construction phase, that material should be carefully removed from the construction Site to prevent further contamination of the indoor air.

.2 VOC's. Construction materials that emit low levels of volatile organic compounds (VOC) shall be used to improve indoor air quality. Adequate ventilation of packaged dry products shall be used prior to installation. Contractor is responsible to ventilate the building during the application of wet products (e.g., paints, glues, sealants), which release their highest levels of VOC's during the curing period immediately after the application. Also, wet products shall be applied before installing materials that act as "sinks" such as carpets, fabric, ceiling tiles, movable partitions, furniture, etc. in order to reduce the chance of the "sinks" absorbing contaminants and slowly releasing them into the building over time.

.3 Off-Gassing. Contractor is responsible for identifying specific materials that require more complex ventilation to accelerate off-gassing. In addition to paints, glues and sealants, those materials that generally require temporary ventilation include, without limitation: composite wood products, plastics, waterproofing, insulation, fireproofing, caulking, acoustical ceilings, resilient flooring, and wood preservatives.

.4 Barriers. Barriers shall be used to prevent the migration of airborne pollutants from areas under construction and to mitigate any construction noise that may disrupt occupant activities. If effective controls for pollution emissions cannot be practically implemented, activities involving significant airborne pollutants shall be scheduled during off-hours at Contractor's expense. The Site shall be ventilated with fresh outside air during and immediately after the noxious activity.

.5 Exhaust. Contractor shall install a temporary exhaust in a construction area to prevent contaminated air from entering the building's return-air system, including, without limitation:

- (i) Removing windows in a space.

- (ii) Using available or dedicated exhaust systems (e.g., kitchen or toilet exhaust) that are not tied into the building's overall return-air system.

The building shall be flushed with full outdoor air for seven (7) Days prior to occupancy. Full capacity of the HVAC system shall be used for at least 2.5 ACH (air changes per hour), provided by temporary fans. During this time, the interiors shall be thoroughly cleaned, the HVAC ducts vacuumed, and air and HVAC system filters replaced.

3.24.2 TEMPORARY WATER, LIGHT AND POWER. Water for any purpose shall be obtained by Contractor, at its expense, from District. Contractor is to contact the Construction Manager for a phone number and contact person. In no case may Contractor obtain water from unmetered fire hydrants. The costs of obtaining water shall be included in the prices paid for the various contract items of work included and no additional compensation will be allowed therefore, unless otherwise specified in these Contract Documents. Contractor should be aware that there is a penalty for taking water from an unmetered fire hydrant. This amount shall be deducted from the payment due Contractor.

### 3.24.3 WATER POLLUTION CONTROL.

.1 Contractor shall use "Best Available Technology" and "Best Management Practices" to prevent the pollution of drains and watercourses by discharges of materials other than uncontaminated storm water. Prohibited discharge include storm water, discharge that may threaten to cause pollution, contamination or nuisance, sanitary waste, sediment and debris from erosion and other substances resulting from construction activities. Sanitary wastes will not be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers.

.2 Contractor to provide effective and continuous control of water pollution, including where Work is in small or multiple units, on an out of phase schedule or with modified construction procedures. Contractor shall determine which methods are most effective in achieving control of water pollution as a result of Contractor's operations. Contractor shall coordinate water pollution control work with all other Work performed by Contractor and Separate Contractors.

.3 Before starting any Work on the Project, Contractor shall submit to the Construction Manager for acceptance a program for effective control of water pollution. Such program shall show the schedule and detailed description for the pollution and erosion control work or practices included in the Construction Contract and for all water pollution control measures which Contractor proposes to take in connection with construction of the Project to minimize the effects of their operations upon adjacent streams and other bodies of water. Contractor shall not perform any clearing and grubbing or earthwork on the Project, other than that specifically authorized in writing by the Construction Manager, until such program has been approved by District or Construction Manager.

Contractor shall revise and bring up to date said water pollution control program at any time the Construction Manager makes written request for such revisions.

.4 The Construction Manager will notify Contractor within seven (7) Days of its learning of the acceptance or rejection of any submitted or revised water pollution control program.

.5 District shall not be liable to Contractor for failure to accept all or any portion of any originally submitted or revised water pollution control program, or for any Delays to the Work due to Contractor's failure to submit an acceptable water pollution control program. Contractor assumes sole responsibility for all costs associated with treatment of water polluted as a result of Contractor's Site activities, whether treatment is initiated by Contractor or District.

.6 Contractor may request the Construction Manager to waive the requirement for submission of a written program for control of water pollution when the nature of Contractor's operation is such that pollution discharge or erosion is not likely to occur. Waiver of this requirement will not relieve Contractor from responsibility for compliance with the other provisions of this Section. Waiver of the requirement for a written program for control of water pollution will not preclude District requiring submittal of a written program at a later time if the Construction Manager deems it necessary because of the effect of Contractor's operations.

.7 Where erosion damage which will cause water pollution is probable due to the nature of the material or the season of the year, Contractor's operation shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

.8 All water pollution control work required elsewhere in the Contract Documents which may be accomplished under the various contract items of Work will be measured and paid for as provided in said items of Work elsewhere in these Contract Documents.

.9 All water pollution control work performed in accordance with the accepted program which is not otherwise required under the Construction Contract and which is ordered by the Construction Manager will be paid for as Extra Work as provided for in the General Conditions. Except as otherwise provided in Article 3.24.3 or elsewhere in the Contract Documents, full compensation for conforming to the requirements of Article 3.24.3 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefore.

3.24.4 URBAN RUNOFF. The following Best Management Practices which address the problem of urban runoff shall apply to all projects undergoing construction in District. The Best Management Practices list set forth below is

required by District, and shall apply at the time of demolition of an existing structure or commencement of construction until receipt of a certificate of occupancy or certificate of completion:

.1 Runoff, sediments and construction waste from construction sites and parking areas shall not leave the site.

.2 Any sediments or other materials which are tracked off the Site shall be removed the same day. When determined necessary by the Construction Manager to provide temporary pollution control measures, a temporary sediment barrier shall be installed.

.3 On an emergency basis only, plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff. Excavated soil shall be located on the Site in a manner that eliminates the possibility of sediment running into the street or adjoining properties. Undocumented fills shall be covered until the soil is either used or removed.

.4 No washing of construction or other industrial vehicles shall be allowed adjacent to the Site. No runoff from washing vehicles on the Site is allowed to leave the Site.

.5 Drainage controls shall be utilized as needed, depending on the extent of proposed grading and topography of the Site, including, but not limited to the following: (i) detention ponds, sediment ponds or infiltration pits; (ii) dikes, filter berms or ditches; and (iii) down drains, chutes, or flumes.

3.24.5 STORMWATER POLLUTION. To avoid stormwater pollution, Contractor shall plan roadwork and pavement construction as follows:

(i) Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting stormwater runoff.

(ii) Cover storm drain inlets and personnel access holes when paving or applying seal coat, slurry seal, fog seal, etc.

(iii) Always park paving machines over drip pans or absorbent materials, since they tend to drip continuously.

(iv) When making saw-cuts in pavement, use as little water as possible. Cover each catch basin completely with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the catch basin. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from the Site.

3.24.6 DRAINAGE CONTROL. Contractor shall provide for the drainage of storm

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water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, Site, and adjacent property. Also, drainage facilities shall be constructed to minimize the potential pollution to the ocean.

Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect District's private property and utility owner's facilities and the Work, and to direct water to drainage channels or conduits. Retention of drainage on the Site shall be provided as necessary to prevent downstream flooding.

### 3.24.7 SOUND CONTROL.

.1 Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Construction Contract, except as modified in the Special Provisions and Technical Specifications.

.2 Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler. The noise level from Contractor's operations, between the hours of 7:00 A.M. and 6:00 P.M., shall not exceed 86 DBA at a distance of 15 meters (50 feet). This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

.3 The noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

.4 Prior to starting construction, all equipment to be used on the Project shall be inspected and tested for compliance with the requirements of this Project. Sound blankets or other sound mitigation equipment approved by the Construction Manager shall be required to bring equipment into compliance with the requirements of this Project.

.5 Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items of Work involved and no additional compensation will be allowed therefor.

3.24.8 SPECIAL HAZARDOUS SUBSTANCES AND PROCESSES. Contractor acknowledges that it is aware of and in compliance with the provisions of the Hazard Communication Standards (California Code of Regulations, Title 8,



Section 5194). Contractor shall, at the request of the Construction Manager, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards. In addition, Contractor shall, at the request of the Construction Manager, provide to the Construction Manager a material safety data sheet and a copy of the product label for any product handled or used by Contractor on District property or in an area where a District employee is working. Contractor shall contact the District's "Household Hazardous Waste Facility" regarding the intent to dispose of any materials containing asbestos or any petroleum-contaminated soil.

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## **ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

### **4.1 CONTRACT ADMINISTRATION BY DISTRICT, DESIGN CONSULTANT AND CONSTRUCTION MANAGER**

4.1.1 District and the Construction Manager will provide administration of the Construction Contract as provided in the Contract Documents.

4.1.2 No actions taken by District, Construction Manager or Design Consultant shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 The Construction Manager will be present on the Site, as is convenient or necessary in the sole discretion of the Construction Manager, during the performance of the Work primarily for the purposes of providing administration, inspection and expediting communications between District, Design Consultant and Contractor.

4.1.4 Neither District, Design Consultant nor Construction Manager will have control over, will be in charge of, or will be responsible for construction means, methods, techniques, safety, sequences or procedures or for safety precautions and programs in connection with the Work, all of which are the sole responsibility of Contractor.

4.1.5 Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between Contractor and District or Design Consultant shall be in writing through Construction Manager. Communications by Contractor, Subcontractors and Sub-subcontractors with Separate Contractors shall be through the Construction Manager. Contractor shall not rely on oral or other non-written communications.

4.1.6 Based on the Construction Manager's Site visits and evaluations of Contractor's Applications For Payment, the Construction Manager will review and recommend to District for District approval the amounts, if any, due Contractor.

4.1.7 Construction Manager will make recommendations to District to reject the Work, or any portion thereof, which does not conform to the Contract Documents. District alone shall have the authority to stop the Work or any portion thereof. Whenever District considers it necessary or advisable, District will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed or completed. However, no authority of District conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, nor any recommendation by the Construction Manager, shall give rise to a duty or responsibility of District or the Construction Manager to Contractor or its Subcontractors or Sub-subcontractors, of any Tier.

4.1.8 Construction Manager will have the authority to do the following:

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- (i) Conduct inspections in connection with Beneficial Occupancy or beneficial use of the District;
- (ii) Assist District in determining the dates of Substantial Completion and Final Completion.
- (iii) Review any records, written warranties and related documents required by the Contract Documents and assembled by Contractor; and
- (iv) Make recommendations to District for issuance of final payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.9 District, with the assistance of recommendations from the Design Consultant and/or Construction Manager, shall be the ultimate interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Such decisions by District will be final and binding upon Contractor.

## **4.2 CLAIMS**

As set forth in the Section 1.1.18, a Contractor Claim means a separate demand by a Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Construction Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the District.

### **4.2.1 Time period for submission of Contractor Claim.**

- (i) If a Contractor Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).
- (ii) A Contractor Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim within five (5) Days of the date the Claim arises under Article 4.2.1. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Article 4.2.3.

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4.2.2 The claimant shall furnish reasonable documentation to support a Contractor Claim. The documentation is to include the following:

(i) A statement that it is a Contractor Claim and a request for a decision on the Contractor Claim;

(ii) A detailed description of the act, error, omission, Differing Site Condition, event or other circumstance giving rise to the Contractor Claim; and

(iii) If the Contractor Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by Article 7.2. If the Contractor Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Contractor Claim was submitted in a timely manner as required by Article 4.2.2.

(iv) A detailed justification for any remedy or relief sought by the Contractor Claim, including, without limitation:

a. A detailed cost breakdown in the form required for submittal of Change Order Requests and subject to the prohibition in Article 7.2.14 relating to calculations based on total cost methodology.

b. Copies of actual job cost records demonstrating that the costs have been incurred.

c. If the Contractor Claim is based on an error, omission, conflict or ambiguity in the Contract Documents: (i) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict or ambiguity was not discovered prior to submission of the Bid, or (ii) if not discovered, a statement demonstrating that the error, omission, conflict or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

(v) If the Contractor Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.

(vi) A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated

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and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

*I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of [Contractor's name] and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of [Subcontractor's/Sub-subcontractor's name(s)] and that the following statements are true and correct.*

*(i) The facts alleged in or that form the basis for the Claim are true and accurate; and,*

*(ii) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,*

*(iii) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,*

*(iv) Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,*

*(v) Contractor has not received payment from District for, nor has Contractor previously released District from, any portion of the Claim.*

*Signature:*

*Name:*

*Title:*

*Company:*

*Date:*

4.2.3 Notwithstanding the making of any Contractor Claim or the existence of any dispute regarding any Contractor Claim, unless otherwise directed by District, Contractor shall not delay, slow, or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and District will continue to make payments as required by the Contract Documents.

4.2.4 All Contractor Claims and supporting documentation and certifications must be filed within thirty (30) Days after the Contractor Claim arises. No Contractor Claims shall be filed after the final payment has been issued unless otherwise permitted by law.

4.2.5 All Contractor Claims and supporting documentation must be sent by registered mail or certified mail with return receipt requested.

4.2.6 Time Period for Response.

(i) Upon receipt of a Contractor Claim pursuant to this Section 4.2, the District shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provide in this Section 4.2.6(i).

(ii) If the District needs approval from its governing body to provide the claimant with a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(iii) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, Section 4.2.9 shall apply.

4.2.7 Meet and Confer Conference. If the claimant disputes the District's written response, or if the District fails to respond to a claim issued pursuant to Section 4.2 within the time prescribed, the claimant may demand in writing and an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt

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of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

#### 4.2.8. Mediation.

(i) Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the District and the claimant sharing the associated costs equally. The District and the claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the District and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) In the event mediation does not resolve the parties' dispute, the parties shall comply with the binding Arbitration provisions set forth in Section 14.4.4 of the Construction Contract.

4.2.9 Failure by the District to respond to a Construction Claim within the time periods described in this subdivision or to otherwise meet the time requirements of this Section 4.2 shall result in the Construction Claim being deemed rejected in its entirety. A Construction Claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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4.2.10 Amounts not paid in a timely as required by this section shall bear interest at 7 percent (7%) per annum.

4.2.11 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, the Contractor may present to the District a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by the lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the District shall comply with the Agreement, including the General Conditions, and shall furnish reasonable documentation to support the Construction Claim. Within 45 days of the receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the District and, if the Contractor did not present the claim, provide the subcontractor with a statement of reasons for not having done so.

4.2.12 There shall be no waiver of any of the rights set forth in this Section 4.2; provided, however, that (i) upon receipt of a Construction Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the District may prescribe reasonable Change Order, Construction Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.

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## **ARTICLE 5 – SUBCONTRACTORS**

### **5.1 CONTRACTOR'S AWARD OF SUBCONTRACTS**

5.1.1 Contractor shall perform, with its own employees, Work amounting to at least 50 percent of the Contract Sum except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Sum before computing the amount required to be performed by Contractor with its own employees. "Specialty Items" are identified in the Bid Documents. Where an entire item is subcontracted, the value of Work subcontracted will, where no prices are provided, be based on the unit price and when a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the unit price. Such percentages will be determined from information submitted by Contractor, and subject to approval by the Construction Manager.

5.1.2 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into any subcontract agreements, the company name, address, telephone and facsimile numbers, point-of-contact and contractor's license number of all Subcontractors proposed for the Work that are changed from those previously listed in Contractor's Bid. Any Subcontractor may be disqualified if District or the Construction Manager determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other appropriate reason. If District or the Construction Manager has reasonable objections to a person or entity proposed by Contractor, Contractor shall propose an alternate party to whom District and the Construction Manager have no reasonable objection.

5.1.3 Contractor shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code, Sections 4100 through 4114. Nothing herein shall be deemed to entitle Contractor, without the written approval of District, to substitute other Subcontractors for those named in Contractor's List of Subcontractors contained in the completed Bid; and, except with such approval, no such substitution shall be made. Should Contractor violate any of the provisions of the Subletting and Subcontracting Fair Practices Act, such violation shall be deemed a violation of the Construction Contract, entitling District, without limitation to any other rights or remedies under the law, to suspend or terminate the Construction Contract.

5.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, shall be borne solely by Contractor and without any adjustment in Contract Sum or Contract Time. However, if a replacement or substitution of any Subcontractor is made as a result of a request of District or the Construction Manager for any reason other than failure of such Subcontractor to meet the requirements of the Contract Documents or a request by Contractor for substitution, the Contract Sum only,

and not the Contract Time, shall be subject to adjustment pursuant to the Change Order provisions of the Contract Documents for the amount of the increase or decrease in the original subcontract amount, with no additional sum for Contractor Markup. In such cases and at the request of District, the replacement Subcontractor shall be selected through a competitive bidding process acceptable to District.

5.1.5 Where a hearing is held pursuant to the provisions of the California Public Contract Code Division 2, Part 1 – Chapter 4 (commencing with Subparagraph 4100), by the awarding authority or a duly appointed hearing officer, District's representative shall prepare and certify a statement of all costs incurred by District for investigation and conduct of the hearing, including the costs of any hearing officer and reporter appointed. The statement shall then be sent to Contractor who shall reimburse District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to Contractor.

## **5.2 SUBCONTRACTUAL RELATIONS**

5.2.1 Prior to the execution of each subcontract agreement, Contractor shall make available to each proposed Subcontractor, copies of the Contract Documents to which the Subcontractor will be bound, including the provisions for dispute resolution. Within thirty (30) Days of the Notice To Proceed, Contractor shall provide District with a complete listing of all Subcontractors, which shall include, but not be limited to, the Work contracted for, Subcontractor's name, address, telephone and facsimile numbers, form for doing business (i.e., sole proprietor, corporation, partnership), point-of-contact and Subcontractor's license classification and number.

5.2.2 Any part of the Work performed for Contractor by a first Tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require that the Subcontractor:

- (i) Perform the Work in accordance with the terms of the Contract Documents.
- (ii) Assume toward Contractor all the obligations and responsibilities which Contractor assumes towards District by the Contract Documents.
- (iii) Preserve and protect the rights of District under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.
- (iv) Waive all rights that the Subcontractor may have against District for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or District, except for such rights Subcontractor may have to the proceeds of such insurance held by District under Article 11 of these General Conditions.

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(v) Afford District and entities and agencies designated by District the same rights and remedies with respect to access to and the right to audit and the right to copy at District's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders and memoranda relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of at least three (3) years after Final Completion.

(vi) Recognize the rights of District under Article 5.3, Contingent Assignment of Subcontracts, including, without limitation, District's right to elect to accept assignment of the subcontract and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by District, to execute a written agreement on terms acceptable to District confirming that the Subcontractor is bound to District under the terms of the subcontract.

(vii) Submit Applications for payment, requests for Change Orders and extensions of time and Claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents.

(viii) Purchase and maintain insurance in accordance with the requirements of the Contract Documents and reserving the right to Owner to purchase, in its sole discretion, such insurance pursuant to an Owner Controlled Insurance or other form of Wrap-Up Program.

(ix) Defend and indemnify the Indemnitees listed in Article 3.21 on the same terms.

(x) Agree to participate in the dispute resolution procedures specified in the Contract, at the election of District.

5.2.3 Contractor shall promptly, after execution, furnish to District true, complete, and executed copies of all subcontracts, change orders and modifications thereto. Progress payments shall not be made for items of Work for which District has not received executed subcontracts or Change Orders.

5.2.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and District, except when, and only to the extent that, District elects to accept the assignment of the subcontract with such Subcontractor pursuant to Article 5.3.

5.2.5 District and the Construction Manager shall have the right to communicate with Contractor's Subcontractors and Sub-subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with

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a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between District or the Construction Manager and any such Subcontractor or Sub-subcontractor.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 In the event of any suspension or termination of the Construction Contract, Contractor is hereby deemed to have assigned to District all its interest in contracts with Subcontractors now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by District in writing and only as to those contracts which District designates in writing. District may accept, at its sole election, said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to District for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

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**ARTICLE 6 -**  
**CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS**

**6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 District reserves the right to award separate contracts for, or to perform with its own forces as provided for by law, construction or operations related to the Work or other construction or operations at or affecting the Site, including portions of the Work which have been deleted by modification. Contractor shall cooperate with District's forces and Separate Contractors.

6.1.2 District shall provide coordination of the activities of District forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with District and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Construction Schedule after such joint review.

6.1.3 Without limitation upon any of the rights or remedies of District under the Contract Documents or under law arising from a default by Contractor, in the event that Contractor fails to have personnel on Site to supervise the Work, District shall have the right, in its sole discretion, but not the responsibility, upon twenty-four (24) hours' telephonic notice to Contractor, to provide such supervision on a temporary basis. Contractor shall, notwithstanding District's providing such temporary supervision, remain solely responsible for all actions of its personnel and Subcontractors and shall defend and indemnify District in accordance with Article 3.21 against any Losses arising therefrom. District shall have the right, in its discretion, to deduct from the sums owing to Contractor the reasonable cost of such temporary supervision.

**6.2 MUTUAL RESPONSIBILITY**

6.2.1 Contractor shall be responsible for affording Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall schedule and coordinate its construction and operations with the construction and operations of Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to District apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by District, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment

that the other construction or operations by District or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.2.3 In the event of Delays, improperly timed activities or Defective Work, the costs of such occurrences shall be borne by the party responsible therefore.

6.2.4 If Contractor wrongfully causes damage to completed or partially completed construction or to property of District or Separate Contractors, Contractor shall promptly remedy damage.

6.2.5 If a dispute, or other matters in question arise between Contractor and a Separate Contractor, these occurrences shall be subject to the provisions of Section 14 (Dispute Resolution) of the Construction Contract. Contractor shall immediately notify the Construction Manager in writing and within seventy-two (72) hours of such occurrences.

### **6.3 DISTRICT'S RIGHT TO CLEAN UP**

6.3.1 If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Site and surrounding areas free from waste materials and rubbish, District may clean up and allocate the cost between those firms it deems, in its sole discretion, to be responsible.

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## **ARTICLE 7 – CHANGES**

### **7.1 CHANGES**

7.1.1 District may, at any time and without notice to Contractor's sureties, order Changes in the Work without invalidating the Construction Contract and without relieving sureties of their obligations to District.

7.1.2 District shall be entitled to a deductive adjustment in the Contract Sum for Changes that involve Deleted Work that result in a reduction in the cost of Contractor's performing the Work and shall be entitled to an adjustment reducing the Contract Time for Deleted Work that results in Contractor's being able to complete the Work earlier than the Contract Time.

7.1.3 Unless such rights have been waived and provided that Contractor has complied with the requirements of the Contract Documents with respect to, without limitation, complete and timely submission of all notices, requests and supporting documentation, Contractor shall be entitled to an additive adjustment to the Contract Sum for Changes that involve Extra Work and an adjustment extending the Contract Time for Delays for which Contractor is entitled under the Contract Documents to an extension of time.

7.1.4 District shall have the right to require performance of Changes that result in Extra Work on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

7.1.5 Changes may be ordered by District or the Construction Manager in writing by issuance of an agreed or unilateral Change Order or a Field Order. Contractor shall not be entitled to an adjustment of the Contract Sum or Contract Time for Changes that are not authorized by a Change Order or Field Order signed by District or Construction Manager. It is of essence to this agreement that all Changes in the Work that are the basis of an adjustment to the Contract Sum or Contract Time must be authorized in advance, in writing, by District or Construction Manager. Accordingly, no verbal directions, course of conduct between the parties or express or implied Acceptance of Changes or Work, and no claim that the Owner has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for an adjustment to the Contract Sum or Contract Time if Contractor has not obtained advance written authorization to perform the Change in the manner required by this provision.

7.1.6 District reserves the absolute right to make whatever Changes that it determines in its sole discretion are necessary and in its best interests and under no circumstances shall the number (individual or cumulative value) or scope of Changes become a basis for Contractor to claim that the Construction Contract has been rescinded, terminated, abandoned or should be reformed nor shall such circumstances be the basis for Contractor, or any Subcontractor or Sub-subcontractor, of any Tier, to recover any compensation or damages not

permitted by, or in excess of that allowed under, the Contract Documents.

7.1.7 District shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on District and Contractor. Contractor shall carry out such written orders promptly.

## **7.2 CHANGE ORDERS AND CHANGE ORDER REQUESTS**

7.2.1 Contractor may request adjustments to the Contract Sum or Contract Time if, and only if, Contractor follows the procedures specified in the Contract Documents, including, without limitation, the procedures set forth in this Article 7.2. If requested by District or Construction Manager, or if Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Time due to Extra Work, Contractor shall submit to District and the Construction Manager a Change Order Request in writing within seven (7) Days after the occurrence of the circumstances giving rise thereto setting forth the circumstances that are the basis of the Change and Contractor's estimate of the additional Allowable Costs associated with the Extra Work in the form required by the General Conditions, Special Provisions and Technical Specifications and Contractor's proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the Extra Work. If Contractor's Change Order Request includes a request for adjustment to the Contract Time, it shall include such information as required by the General Conditions and/or Special Provisions and Technical Specifications, including but not limited to a "Fragnet" or "time impact analysis," which identifies all critical and non-critical activities affected by the Change Order Request and showing logic ties into all existing affected activities noted on the latest approved, updated Construction Schedule.

7.2.2 In the event that the parties are unable to agree as to the reasonable cost and time to perform a Change to the Work based upon Contractor's Change Order Request and District does not elect to have the Change in the Work performed on a time and material basis, District may, in its discretion, either order performance of the Work by Field Order or make a unilateral determination of the reasonable additions or savings in cost and time attributable to the Change in the Work, based upon District's estimate, Contractor's submission or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by District and shall be promptly performed by Contractor. District's unilateral determination shall become binding upon Contractor unless Contractor submits a Contractor Claim in writing to District within twenty-one (21) Days of the issuance of the Change Order. No dispute, disagreement, nor failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the Contract Sum or Contract Time due to a Change in the Work, shall relieve Contractor from the obligation to proceed with performance of the Work, including, without limitation, performance of the Change, promptly and expeditiously.

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7.2.3 Changes involving Extra Work that District elects to have performed on a time and material basis shall be performed, whether by Contractor's forces or the forces of Subcontractors or Sub-Subcontractors, based on actual Allowable Costs in performing the Change in the Work and with mark-ups in accordance with Section 7.3 of the Contract. Contractor shall submit on a daily basis to the Construction Manager daily time and material tickets to include the identification number assigned to the Change; the location and description of the Change; the classification of labor employed (and names and social security numbers if requested); the materials used; the equipment rented (not tools); and such other evidence of cost as the Construction Manager may require. The Construction Manager may require authentication of all time and material tickets and invoices by persons designated by the Construction Manager for such purpose. The failure of Contractor to secure any required authentication shall, if District elects to treat it as such, constitute a waiver by Contractor of any right to adjustment of the Contract Sum for the cost of all or that portion of the Extra Work covered by a non-authenticated ticket or invoice. The adjustment to the Contract Sum for the Extra Work will be based on the accumulation of Allowable Costs as provided in Article 7.2.5 below. It is Contractor's responsibility to review the Change Order Request invoicing of Contractor and Subcontractors and Sub-subcontractors for accuracy of Subcontractor Markups as defined in Section 7.3 (Compensation to Contractor) of the Construction Contract.

7.2.4 Adjustments to the Contract Sum for Changes for which Contractor is entitled to an adjustment of the Contract Sum by Change Order shall be computed at District's sole election on the basis of one or more of the following:

- (i) Unit prices stated in the Contract Documents or agreed upon by District and Contractor, which unit prices shall be deemed to include Contractor Markup and Subcontractor/Sub-subcontractor Markups permitted by Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.
- (ii) A lump sum agreed upon by District and Contractor, based on the estimated Allowable Costs and Contractor Markup and Subcontractor/Sub-Subcontractor Markup computed in accordance with Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.
- (iii) Contractor's Allowable Costs, plus Contractor Markup and Subcontractor/Sub- subcontractor Markups applicable to such Extra Work computed in accordance with Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.

7.2.5 Allowable Costs shall mean only those costs listed in, and substantiated and documented in accordance with, this provision and that are not disallowed pursuant to Articles 7.2.6, 7.2.11 or other provisions of the Contract Documents. Allowable Costs are the actual costs necessarily incurred by Contractor and all

Subcontractors and Sub- subcontractors, of every Tier, that actually perform the Extra Work caused by the Change(s) and that are incurred in the direct performance of the Extra Work or that are saved by reason of Deleted Work, and are strictly limited to the following:

.1 Labor. The actual straight-time (and the premium time portion of overtime, if approved in writing in advance by District or the Construction Manager) wages or salaries for employees employed at the Site, or at fabrication sites off the Site, plus employer payments collectively referred to as "Fringe Benefits and Payroll Taxes," of payroll, taxes and insurance, health and welfare pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the Allowable Costs will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be payable under this provision only when such costs are not included in the invoice for equipment rental.

.2 Material. The cost of materials and consumable items which are furnished and incorporated into the Work at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. District reserves the right to approve materials and sources of supply, or to supply materials to Contractor, if necessary, for the Work. No markup shall be applied to any material provided by District. Material re-stocking charges shall be limited to 5% of the amount of material. All discounts, rebates, and refunds from the sale of surplus materials and consumable items shall accrue to District, and Contractor shall make provision so that they may be obtained.

.3 Tool and Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by District or the Construction Manager, exclusive of hand tools. No payment will be made for the use of tools that have a replacement value of \$500 or less. When the equipment is owned by Contractor, the rental rate shall be as listed for such equipment in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date the Work is accomplished. When equipment is not listed in said publication, the rate to be paid shall be as herein defined, or a suitable rental rate for such equipment will be established by the Construction Manager. Regardless of ownership, the rates to be used in determining equipment rental cost shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. If equipment is used intermittently, when not in use it shall be returned to its rental source unless Contractor elects to keep it at the Site at no expense to District.

The reported rental time for equipment already at the Site shall be the duration of its use on the Extra Work, commencing at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

.4 Royalties and Permits. Costs of royalties and permits solely related to the Extra or Deleted Work.

.5 Insurance and Bonds. Additional costs of insurance and bonds, not to exceed two percent (2%) of the total of Parts .1 through .4, above.

7.2.6 Extra Work Costs shall not include any of the following, which are construed to be included in Contractor's Markup:

- (i) Superintendent(s).
- (ii) Assistant Superintendent(s).
- (iii) Project Engineer(s).
- (iv) Project Manager(s).
- (v) Scheduler(s).
- (vi) Estimator(s).
- (vii) Drafting or detailing.
- (viii) Small tools (with a replacement value under \$500).
- (ix) Home or field office expenses, including staff, materials, and supplies.
- (x) Trailer or storage rental and expense, whether on the Site or off the Site.
- (xi) Data processing personnel and equipment.
- (xii) Site fencing.
- (xiii) Utilities, including, without limitation, gas, electric, sewer, water, telephones.
- (xiv) Telephone, facsimile, e-mail and copier.
- (xv) Overhead, administrative, or general expenses of any kind.
- (xvi) Loss of efficiency or productivity, or other impact cost due to the effect of the Extra Work on the performance of other Work or the Work of other trades

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on the Project.

(xvii) Capital expenses, including interest on capital employed in connection with Extra Work.

(xviii) Legal costs.

(xix) Federal, State, or local income and franchise taxes.

(xx) Profit.

(xxi) Any Extra Work Costs incurred more than twenty (20) Days prior to submission by Contractor of its Change Order Request pursuant to Article 7.2.1.

(xxii) Cost of any item not specifically and expressly included in the items described in Article 7.2.5.

7.2.7 The term "Contractor Markup" shall mean the full amount of compensation for all costs and expenses including overhead and profit not included in the Allowable Costs, whether or not referred to in Article 7.2.5. Contractor Markup shall be computed as provided in Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.

(i) For Work to be omitted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: Unit prices stated in the Contract Documents or agreed upon by District and Contractor.

(ii) A lump sum agreed upon by District and Contractor, based upon the estimated Allowable Costs that would have been incurred in performing the Deleted Work, plus Contractor Markup provided for in the Construction Contract.

(iii) A sum unilaterally determined by District, if District and Contractor cannot agree upon one or both of the methods described in paragraphs (i) or (ii), above.

7.2.8 No Contractor Claim for adjustment of the Contract Sum shall be allowed if asserted after final payment under the Construction Contract.

7.2.9 If anyone Change involves both Extra Work and Deleted Work in the same portion of the Work, the Contractor Markup to be added or credited will be based on the net difference between amount allowed for the Extra Work and Deleted Work.

7.2.10 The Contract Sum will be adjusted for Delay only if and to the extent allowed by the Contract for Compensable Delay. Contractor agrees to accept such adjustments in its compensation as its sole and exclusive remedy and

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recovery for Delay, disruption, hindrance, interference, loss of productivity, labor or material cost escalations, inefficiency, acceleration, impact costs associated with the effect of the Changes on the Work, extended or extraordinary overhead (direct or indirect) or other Losses or damages due to Delay, of any kind.

7.2.11 District has the right to increase or decrease the quantity of any unit price item for which an estimated quantity is stated in the Bid Documents.

7.2.12 The signing of a Change Order indicates that the parties have reached a full resolution, settlement and accord and satisfaction with respect to all Contractor Claims for cost and extensions of time that were asserted, or that could have been asserted, in connection with the Change, whether known or unknown at the time of execution of the Change Order, and that are related to the subject matter of the Change Order, including, without limitation, all Contractor Claims, costs or damages for Delay, disruption, hindrance, interference, extended or extraordinary direct and indirect overhead, multiplicity of Changes, loss of productivity, labor or material cost escalations, inefficiency, the impact of the Change on the Work, legal expenses, consultant costs, interest, lost profits or revenue, bond or insurance costs, currency fluctuations, changes in taxes or other related Claims, costs or damages. Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the right to assert or recover from District any such Claims, costs or damages.

7.2.13 Contractor's cost breakdowns submitted with its Change Order Requests (including, without limitation, requests for cost reimbursement for Delay, disruption, hindrance and interference associated with extras, Changes, additions or deletions) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual extra, Change, addition, deletion and (on an event-by-event basis) each individual Delay or disruption event. Change Order Requests shall not be based, in whole or in part, upon any methodology (such as total cost or modified total cost methodologies) that purports to calculate Contractor's additional costs of performance of the extra, Change, addition or deletion (including, without limitation, the additional costs of Delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect:

(i) The actual Allowable Costs incurred or saved for each individual item of Extra Work or Deleted Work; and

(ii) On an event-by-event basis, the effect of each Delay that forms the basis of each request for extension of time, regardless of their scope, number,

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complexity, cumulative effect or time of issuance or occurrence.

7.2.14 As a further condition of Contractor's right to an adjustment of the Contract Sum for Extra Work, Contractor must keep daily, detailed and accurate records itemizing each element of Extra Work Cost and shall provide substantiating records and documentation, including timecards, invoices and delivery tickets listing all labor, materials, and equipment involved for that day. Failure to submit such records daily shall waive any rights for recovery of Allowable Costs for that day. Such records and documentation shall be submitted to and Approved by Construction Manager on a daily basis.

### **7.3 FIELD ORDERS**

7.3.1 Upon receipt of a Field Order, Contractor shall, within a reasonable time, proceed with the Work described in the Field Order. If the Field Order involves Extra Work and sets forth a determination for adjustment of the Contract Sum or Contract Time with which Contractor disagrees, Contractor shall advise District of its agreement or disagreement in writing within seven (7) Days of such receipt. Failure by Contractor to provide such written notice shall result in its waiving any right to adjustment of the Contract Sum or Contract Time on account thereof.

### **7.4 DISPUTES REGARDING CHANGES**

7.4.1 Provided that District pays to Contractor all undisputed sums due under the Contract Documents for Work performed under Change Orders, Contractor shall not delay, slow, interrupt, or suspend the performance of any Work or any Change because of a dispute between the parties with respect to an adjustment in the Contract Sum or Contract Time.

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## **ARTICLE 8 – CONTRACT TIME**

### **8.1 COMMENCEMENT OF THE WORK**

8.1.1 Commencement of the Work shall begin on the date specified in the Notice to Proceed.

### **8.2 PROGRESS AND COMPLETION**

8.2.1 By signing the Contract, Contractor represents to District that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

.1 The Construction Schedule may reflect a period of performance that is shorter than the Contract Time; provided however, that the difference shall be deemed as float and nothing in this provision or in any other provision of the Contract Documents shall be construed as creating any contractual right, express or implied, on the part of Contractor to finish the Project earlier than the Contract Time and under no circumstances shall District be liable to Contractor for any costs, damages or compensation due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, acts or omissions (intentional or negligent) of District.

.2 Contractor has included in its Bid price the costs of all Contractor and Subcontractor overhead (direct and indirect) and Special Provisions and Technical Specifications, including but not limited to all Project staff, temporary facilities, temporary utilities, and home office overhead for the entire duration of the Contract Time. The above costs must be included in Contractor's Bid notwithstanding Contractor's anticipation of completion in fewer days than established by the Contract Time.

.3 No increase in the Contract Sum shall be made or granted for Compensable Delay if, for any reason including but not limited to Delay caused by District, Contractor completes the Work before expiration of the Contract Time.

.4 No reduction in the Contract Sum shall be made nor will Contractor be required to remain on the Project Site if the Work is completed before expiration of the Contract Time.

.5 The Construction Manager will schedule and hold weekly progress meetings and other meetings as determined by the Construction Manager. Contractor and/or Contractor's designee shall be present at each meeting. Contractor may also be required to request attendance by representatives of its suppliers, manufacturers, and Subcontractors.

8.2.2 Except by agreement or instruction of District in writing, Contractor shall not commence operations on the Site or elsewhere prior to the effective date of

insurance required by Article 11 to be furnished by Contractor. Contractor's obligations to commence the Work and to complete the Work within the Contract Time shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If District determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to District, take all measures necessary, including working such overtime and additional shifts (other than District's normal working hours of 7:00 AM to 6:00 PM, Monday through Friday and 9:00 AM to 5:00 PM on Saturday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from District, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to District. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work that is performed pursuant to this provision. District may also take all necessary measures to ensure no further Delays to the Substantial Completion of the Work within the Contract Time. Contractor shall reimburse District, or District may withhold from payment due to Contractor, sums expended by District to perform such measures.

8.2.4. During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof or be detrimental to the quality of water discharges unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

### **8.3 DELAY**

8.3.1 Contractor may make a Contractor Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

.1 In order to avoid double counting concurrent Delays, if an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall



be the number of Days, if any, by which the number of Days determined pursuant to Article 8.3.1.2 exceeds the number of Days of the Unexcused Delay.

8.3.2 As a condition precedent to Contractor's right to an extension of Time adjusting the Contract Time and the Contract Sum for Compensable Delay, it must provide written notice to District within seven (7) Days of the date that Contractor learned of the Delay or should have learned of the Delay in exercise of diligence and reasonable care, setting forth:

- (i) A description of the Delay;
- (ii) A statement that the Delay is critical to completion; and
- (iii) The probable effect of the Delay in terms of the number of Days' extension Contractor believes are required to the Contract Time.

It is agreed that the form, content, and timeliness of the written notice required by Article 8.3.2 is of the essence to District's ability to adequately monitor the progress of the Work, to differentiate between critical and non-critical Delays, and to prioritize its actions in a manner that is appropriately targeted to mitigate the effect of delays. Accordingly, Contractor agrees that failure to provide written notice in the manner required by Article 8.3.2 shall be conclusively deemed a waiver of the right to an adjustment of the Contract Sum and Contract Time on account thereby, regardless of whether the circumstances of the Delay may have been known or suspected by District or the Construction Manager and that no other form of notice (including, without limitation, meeting minutes, log entries or schedule updates) shall suffice as constituting notice to District in accordance with Article 8.3.2.

8.3.3 For a Compensable Delay, Contractor shall be entitled to an adjustment in the Contract Sum in a daily amount equal to Contractor's per diem amount as stated in the Contract multiplied by the number of Days of extension for Compensable Delay, if any, permitted under the Contract Documents. Such per diem amount shall be Contractor's sole and exclusive right and compensation to cover all costs and damages to Contractor and to its Subcontractors and Sub-subcontractors, of every Tier, for Compensable Delays and all other Claims for costs, acceleration, expenses, Losses, damage or compensation, of any kind, for additional supervision, administration, extended or extraordinary overhead (direct or home office), additional insurance or bond costs, loss of productivity, inefficiency, labor, wage, material or equipment escalation, or other costs, expenses or damages due to Delay, interruption, hindrance, compression, disruption, or the impact or ripple effect of Delays on the Work, are conclusively waived.

8.3.4 The parties agree that District's exercise of its rights to order Changes, whether or not resulting in Extra Work, regardless of the extent and number of

Changes, or to suspend the Work, is within the contemplation of the parties.

8.3.5 The determination of whether a Delay is an Excusable Delay, Compensable Delay or Unexcused Delay shall not be affected by the fact that any earlier Delay occurred, regardless of fault or causation.

8.3.6 All time limits stated in the Contract Documents are of the essence.

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## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.1 SCHEDULE OF VALUES**

9.1.1 Within thirty (30) Days after signing the Contract, but in any event a maximum of ten (10) Days of receipt of the Notice to Proceed, Contractor shall submit to District through the Construction Manager a Schedule of Values reflecting cost breakdown of the Contract Sum in a form approved by the Construction Manager. The Schedule of Values shall itemize as separate line items the cost of each scheduled Work activity and all other costs, including warranties, Record Documents, insurance, bonds, overhead and profit, the total of which shall equal the Contract Sum and shall be made out in a form approved by the Construction Manager. The Schedule of Values, when approved by District, shall become the basis for determining the cost of Work requested on Contractor's Applications For Payment. Contractor shall submit a statement based upon this breakdown, and if required, itemized in such form and supported by such evidence as the Construction Manager may direct, showing Contractor's right to the payment claimed.

### **9.2 PROGRESS PAYMENT**

9.2.1 Subject to District's right of withholding under Article 9.4.2, District agrees to pay to Contractor within thirty (30) Days of receipt of an undisputed and properly submitted Application for Payment an amount equal to ninety-five percent (95%) of the sum of the following:

- (i) Construction Manager's determination of the value, expressed as a percentage of the Contract Sum, of the Work in permanent place that has been tested as of the end of the preceding month.
- (ii) Plus Construction Manager's determination of the value of materials suitably stored but not yet incorporated into the Work, subject to Article 9.3.6.
- (iii) Less amounts previously paid.

9.2.2 At any Time after 50% of the Work has been determined by District to be completed, if District determines in its sole discretion that satisfactory progress on the Work is being made, District may, in its sole discretion, make any of the remaining progress payments in accordance with the calculation in Article 9.2.1 based on 100% of District's determination of the value of the Work in place and of stored materials not incorporated.

9.2.3 Progress payments shall not be construed as District's Acceptance of any or all of the Work and shall not be a waiver of any or all rights District has under the Contract Documents.

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### 9.3 APPLICATION FOR PAYMENT

9.3.1 At the end of each month, Contractor shall submit to District an itemized Application For Payment, requesting payment for Work as of the end of that month that is calculated in accordance with the formula for payment set forth in Article 9.2.1. The Application For Payment shall be prepared:

- (i) Utilizing the format as designated by District or the Construction Manager.
- (ii) Itemized in accordance with the Schedule of Values.
- (iii) Including such data substantiating Contractor's right to payment as District may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Article 9.5, a certification of the market value of all such securities as of a date not earlier than five (5) Days prior to the date of the Application For Payment.
- (iv) Showing itemized amounts for Change Orders, Modifications, and retention.

9.3.2 Applications For Payment shall not include requests for payment on account of Changes which have not been authorized by Change Orders or amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by District, an Application For Payment shall be accompanied by all of the following:

- (i) A summary showing payments that will be made to Subcontractors covered by such application.
- (ii) Conditional waivers and releases of claims and stop notices from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the current Application For Payment covering sums requested in the current Application For Payment.
- (iii) Unconditional waivers and releases of claims and stop notices, from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the preceding Application For Payment covering sums disbursed pursuant to that preceding Application For Payment.

9.3.4 Contractor warrants that, upon submittal of an Application For Payment, all Work for which Certificates For Payment have been previously issued and payment has been received from District, shall be free and clear of all claims, stop notices, security interests and encumbrances in favor of Contractor, Subcontractors, Sub-subcontractors, of every Tier, or other persons or firms entitled to make claims by reason of having provided labor, materials or equipment relating to the Work.

- (v) General Conditions

9.3.5 The making of final payment shall constitute a waiver of all Claims by District except those arising from unsettled liens, faulty or Defective Work, failure of the Work to comply with the requirements of the Contract Documents or terms of any special guarantees required by the Contract Documents.

9.3.6 At the sole discretion of District, the Construction Manager may approve for inclusion in Contractor's Application For Payment the cost of materials to be incorporated in the Work but not yet incorporated in the Work and already delivered and suitably stored either at the Site or at some other appropriate location acceptable to District. In such case, Contractor shall furnish evidence satisfactory to District:

- (i) Of the cost of such materials.
- (ii) That such materials are under the exclusive control of Contractor, or if not, that title to the materials is in District, free of any lien or encumbrance and that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to District to cover any Loss.

Any payment pursuant to this provision shall not be construed as an inspection or acceptance of the materials nor shall it relieve Contractor of its continuing and sole responsibility for the care and protection of such materials, nor shall it relieve Contractor from sole responsibility for any loss or damage to the materials from any cause whatsoever nor act as a waiver of the right of District to require strict fulfillment by Contractor with all terms of the Contract Documents.

9.3.7 District shall have the right, in its sole discretion, to make payments of monies owing to Contractor by means of direct payment to Subcontractors or Sub-subcontractors, of any Tier of any unpaid work performed by any Subcontractor or Sub-subcontractor of any Tier, or by joint payment to Contractor and to Subcontractors or Sub-subcontractors, of any Tier. The making of such payments shall not be construed as the assumption of any obligation on the part of District or as creating any contractual relationship between District and any Subcontractor or Sub-subcontractor and shall not relieve Contractor of any of its obligations under the Contract Documents.

#### **9.4 CERTIFICATE FOR PAYMENT**

9.4.1 If Contractor has made an Application For Payment in accordance with Article 9.3, the Construction Manager will, not later than seven (7) Days after the date of receipt of an Application For Payment prepared and submitted in accordance with the Contract Documents, issue to District, with copy to Contractor, a Certificate For Payment in such amount as the Construction Manager determines is due.

If Construction Manager determines that Contractor's Application For Payment

has not been properly prepared or submitted, then Construction Manager, within the seven (7) Day period provided for in Article 9.4.1, notify Contractor in writing of the reasons why the Application for Payment is being rejected.

9.4.2 Approval of all or any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld or all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment in order to protect District against actual or threatened loss as a result of any of the following:

- (i) Defective Work not remedied.
- (ii) Third-party claims against Contractor or District arising from the acts or omissions of Contractor, Subcontractors, or Sub-subcontractor, of any Tier.
- (iii) Stop notices.
- (iv) Failure of Contractor to make timely payments due Subcontractors for material or labor.
- (v) A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- (vi) Damage to District or Separate Contractor for which Contractor is responsible.
- (vii) Reasonable evidence that the Work will not be completed within the Contract Time.
- (viii) Failure of Contractor to maintain and update As-Built or Record Documents.
- (ix) Failure of Contractor to submit schedules, reports, or their updates as required by the Contract Documents.
- (x) Performance of Work by Contractor without approved Submittals.
- (xi) Liquidated or actual damages assessed in accordance with the Construction Contract.
- (xii) Any other failure of Contractor to perform an obligation under the Contract Documents.

9.4.3 Subject to the withholding provisions of Article 9.4.2 and when any or all of the noted deficiencies or others have been removed, District shall pay Contractor the amount set forth in the Certificate For Payment in accordance

(v) General Conditions

with its normal disbursement procedures.

9.4.4 Neither District nor the Construction Manager shall have an obligation to pay or to see to the payment of money to a Subcontractor or Sub-subcontractors, of any Tier, except as may otherwise be required by Law.

9.4.5 Neither a Certificate For Payment nor any payment (progress or final) shall be construed as a waiver of any rights arising from Defective Work.

## **9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW**

9.5.1 At the request and expense of Contractor, a substitution of securities may be made as found in the California Government Code, Section 16430, and as authorized by the California Public Contract Code, Section 22300, in lieu of monies retained by District under Article 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Article 9.5.3 until final payment is due in accordance with Article 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Article 9.5.1, and at the request and expense of Contractor, District shall deposit retention directly with the Escrow Agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the Escrow Agent upon the same terms provided for securities deposited by Contractor.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, District, and the Escrow Agent of an Escrow Contract for Deposit of Securities in Lieu of Retention and Deposit of Retention forms provided by District. The terms of such escrow agreement are incorporated into the requirements of Article 9.5.

9.5.4 Release of funds or securities from escrow shall be made with Contractor's final payment.

## **9.6 BENEFICIAL OCCUPANCY / BENEFICIAL USE**

9.6.1 District reserves the right, at its option and convenience, to occupy or

otherwise make use of all or any part of the Work, at any time prior to issuing the Certificate of Substantial Completion, upon thirty (30) Days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy/Use." Beneficial Occupancy/Use shall be subject to the following conditions:

.1 District, Design Consultant and Construction Manager will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected prior to Substantial Completion.

.2 Beneficial Occupancy/Use by District shall not be construed by Contractor as Acceptance by District of that portion of the Work which is to be occupied. District may, however, at its sole option, relieve Contractor of Contract requirements to protect Work being beneficially occupied by District where such relief is specifically designated by District in writing.

.3 Beneficial Occupancy/Use by District shall not constitute a waiver of existing Claims of District or Contractor against each other.

.4 Contractor shall provide, in the areas beneficially occupied and on a continual basis (if required), utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy/Use. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to District an itemized list of each piece of equipment so operated with the date operation commences.

.5 The Guarantee to Repair Periods, as defined in Article 12.2, will commence upon the first dates of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.

.6 District shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

.7 District shall pay all utility costs which arise out of the Beneficial Occupancy/Use.

.8 Contractor shall not be responsible for providing security in areas beneficially occupied or used.

.9 District shall use its best efforts to prevent its Beneficial Occupancy/Use from interfering with the conduct of Contractor's remaining Work.

.10 Contractor shall not be required to repair damage caused by District in its Beneficial Occupancy/Use.

.11 Except as provided in Article 9.6, there shall be no added cost to District due to Beneficial Occupancy/Use.

(v) General Conditions



.12 Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

## **9.7 SUBSTANTIAL COMPLETION**

9.7.1 When Contractor gives notice to District that the Work, or portion thereof designated by District for separate delivery, is Substantially Complete, unless District determines that the Work or designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, District will inspect the Work, or such designated portion thereof, and prepare and give to Contractor a comprehensive list of items, if any, to be completed or corrected before establishing Substantial Completion. Contractor shall promptly proceed to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. District will then make a further inspection to determine whether the Work or such designated portion thereof is Substantially Complete. If District's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by District to determine Substantial Completion.

9.7.2 When District determines that the Work or such designated portion thereof is Substantially Complete, District will prepare a Certificate of Substantial Completion on District's form, which when signed by District shall establish the date of Substantial Completion and the responsibilities of District and Contractor for security, maintenance, heat, utilities, insurance, completion of minor items and correction or repair of the Work or such designated portion thereof. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work (which is defined in Article 12.2.1), or such designated portion thereof covered by the Certificate of Substantial Completion, excluding any systems provided by Separate Contractors which are not yet fully operational or accepted by District, shall commence on the date of Substantial Completion of the Work or such designated portion thereof. The Guarantee To Repair Period for systems which become fully operational or Accepted subsequent to Substantial Completion will begin on the later of the date they are operational or Acceptance of the Project by District.

## **9.8 FINAL COMPLETION AND FINAL PAYMENT**

9.8.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, District will make such inspection. District will file a notice of completion within ten (10) Days after Acceptance by District. After receipt of the Final Application for Payment, if District determines that Final Completion is achieved, District will issue a Certificate for final payment.

9.8.2 Without limitation to any other provisions of the Contract Documents, before final payment for Work under this Construction Contract is authorized, the Work has been completed in accordance with the Contract Documents and all applicable standards of care and the following requirements of the Contract Documents must be fulfilled by Contractor:

- (i) The submittal of an Application for Final Payment, together with supporting documentation, as required by Article 9.3.
- (ii) Completion and delivery by Contractor to District of all required written guarantees, warranties, operation and maintenance manuals, As-Built Documents and other Record Documents and such other documents as required by the Contract Documents.
- (iii) Delivery by Contractor to District of an affidavit, signed under penalty of perjury, stating that all workers and persons employed, all firms supplying the materials, and all Subcontractors and Sub-subcontractors, of every Tier, have been paid in full; and that there are no bills outstanding against the Work for either labor or materials, except certain items, to be set forth in such affidavit covering disputed claims or items in connection with which notices to withhold have been filed under the provisions of the statutes of the State of California.
- (iv) Completion of all construction work in a manner acceptable to District.
- (v) Submission of conditional releases of claims and stop notices upon final payment from Contractor and its Subcontractors and Sub-subcontractors, of every Tier, with no reservation of rights for disputed claims or amounts. Contractor shall pay or cause to be paid to Subcontractors and Sub-Subcontractors, of every Tier, the amount stated in the conditional releases within five (5) Days after receipt of the final payment and shall promptly thereafter furnish evidence of such payment to District.

9.8.3 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.

9.8.4 District shall have the right, in its sole discretion, to make payment of amounts retained from progress payments on the Work of any Subcontractor at any time prior to Final Completion. The making of such early payment of retention shall not be construed as creating any obligation on the part of District nor shall it relieve Contractor of any of its obligations under the Contract Documents.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the performance of the Construction Contract, including safety of all persons for the duration of the Work, on a 24-hour day, 7-day week basis.

10.1.2 Prior to the start of construction, Contractor shall submit to District a copy of Contractor's safety program for the Project. A copy of this program shall be maintained on Site at all times. The safety program shall include, at a minimum:

- (i) Management policy, illness and injury prevention program (as described below).
- (ii) Safety meetings.
- (iii) Accident investigation.
- (iv) Basic accident causes.
- (v) Safety inspection check list.
- (vi) Fire prevention and control.
- (vii) Report forms.
- (viii) Employee safety manual.

10.1.3 Prior to the start of construction, Contractor shall submit to District a copy of an illness and injury prevention program as required by law. This program must be submitted prior to issuance by District of Notice to Proceed. It must include provisions for Contractor reviewing and monitoring all Subcontractor safety programs.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 Precaution shall be exercised at all times for the protection of persons and property. Contractor shall have available at the Site, copies, or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the State Division of Industrial Safety. Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

10.2.2 Contractor shall immediately respond to notice from District of unsafe conditions, shall take adequate precautions for safety of persons on the Site, and

- (v) General Conditions

shall provide adequate protection to prevent injury or Loss to the following:

- (i) Employees involved in the Work and other persons who may be affected thereby.
- (ii) The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of Contractor, Subcontractors, or Sub-subcontractors.
- (iii) Other property at the Site and adjoining property(ies).

10.2.3 Contractor shall promptly remedy damage and Loss (other than damage or Loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, or anyone for whose acts they may be liable and for which Contractor is responsible. An exception is Loss attributable to acts of the Construction Manager, District or Design Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor or its Subcontractors or Sub-subcontractors, of any Tier.

10.2.4 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.5 When use or storage of hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.6 Contractor shall be required to provide at the Site a member of Contractor's organization, typically the Superintendent, whose responsibility it shall be to provide instruction to persons present on the Site about prevention of accidents and overall jobsite safety. If Contractor has another individual responsible for these activities, Contractor shall notify District in writing.

10.2.7 Contractor shall be responsible for locating, providing, and coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load/store or permit any part of the Work on the Site to be loaded/stored so as to endanger the safety of persons or property.

10.2.8 Contractor shall protect its materials and the Work from damage in a manner satisfactory to District and shall make good, without charge to District, all damage due to negligence in providing proper protection.

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10.2.9 Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to the Work, building materials, equipment, temporary field offices, storage sheds and public and private property.

10.2.10 Contractor shall not permit the possession or use of alcohol or controlled substances on the Site.

10.2.11 Explosives may be used only when authorized in writing by District. Explosives shall be handled, used, and stored in accordance with applicable regulations.

### **10.3 EMERGENCIES**

10.3.1 In an emergency affecting the safety of persons or property, Contractor shall immediately act to prevent or minimize damage, injury, or loss. Contractor shall immediately notify the Construction Manager and District, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation, of the occurrence of such an emergency and Contractor's action.

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## **ARTICLE 11 – INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S INSURANCE**

11.1.1 Prior to commencing the Work, Contractor shall procure and maintain at Contractor's own cost and expense, insurance as required in the Construction Contract between Contractor and District against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work by Contractor, its Subcontractors or Sub-subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

### **11.2 BOND REQUIREMENTS**

11.2.1 Within ten (10) Days after the issuance of the Notice of Award and prior to commencing Work on the Project, Contractor shall file with District good and sufficient Labor and Material Payment and Performance Bonds each in the amount of 100% of the Contract Sum. The bonds shall be signed by both Contractor and Surety and properly notarized on the District's forms or such other forms as required by District. Should any bond required hereunder or any surety on such bond become or be determined by District to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of Article 11.2. No further payments to Contractor for Work performed shall be made or due until Contractor has fully complied with the requirements of Article 11.2.

11.2.2 The Payment Bond shall remain in effect until Acceptance of the Work and payment of all Claims by Contractor, Subcontractors, or Sub-subcontractors, of any Tier, have been satisfied. The Performance Bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive Final Completion or termination, such as, but not limited to. Contractor's warranty and indemnity obligations.

11.2.3 Contractor shall promptly furnish such additional security as may be required by District to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

11.2.4 Surety companies used by Contractor shall be, on the date the Contract is signed by District and at all times while the bonds are in effect, either California Admitted Sureties or listed in the latest published United States Treasury Department list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies and either have a current A.M. Best A VIII rating or be an admitted surety that meets the requirements of the California Code of Civil Procedure, Section 995.660.

11.2.5 The premiums for all Bonds are included in the Contract Sum and shall be paid by Contractor.

11.2.6 The bonds shall name District as obligee.

11.2.7 Change Orders, Field Orders, Modifications, Changes in the Work and adjustments in the scope of Work Contract Sum or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

11.2.8 District and the Construction Manager shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between District or the Construction Manager and any such surety.

11.2.9 In the event of a significant (15% or more) increase in Contract Sum, replacement bonds totaling the new Construction Contract amount may be required by District.

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## **ARTICLE 12 – DEFECTIVE WORK**

### **12.1 UNCOVERING OF WORK**

12.1.1 If a portion of the Work is covered contrary to District's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by District, be uncovered for District's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which District has not specifically requested to observe prior to its being covered, District may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

### **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.2.1 Besides guarantees required elsewhere, Contractor shall guarantee in writing all Work for a period of one (1) year. This guarantee termed "Guarantee To Repair Period," is a period of one (1) year, unless a longer period of time is specified in the Special Provisions and Technical Specifications, commencing as follows:

- (i) For any Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- (ii) For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Article 9.6, from the first date of such Beneficial Occupancy or actual use, as established an appropriate written authorization for Beneficial Occupancy.
- (iii) For all Work other than (i) or (ii) above, from the date of filing of notice of completion pursuant to Article 9.8.

12.2.2 Contractor shall (i) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (ii) replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work, without any expense

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whatsoever to District. District will give notice of observed Defective Work with reasonable promptness, and Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from District, but in no case later than seven (7) Days after receipt of such notice. Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration and all Losses resulting from such Defective Work, including additional testing, inspection and compensation for District's or District's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to District and in such a manner as to avoid, to the extent practicable, disruption to District's activities. Ordinary wear and tear, unusual abuse or neglect are excepted from this guarantee. Contractor shall notify District upon completion of repairs.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property or, if in the opinion of District, Defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further Loss to District or to prevent interruption of operations of District, District will attempt to give immediate notice to Contractor. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by District, District or Separate Contractors under District's direction, may, notwithstanding the provisions of this Article, proceed to make such corrections or provide such attention; and the costs of such correction or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Article or elsewhere in the Construction Contract. Contractor shall replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property, which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 Contractor shall promptly remove from the Site those portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by District.

12.2.5 If Contractor fails to commence correction of Defective Work within seven (7) Days after notice from District or fails to diligently prosecute such correction to completion, District may correct the Defective Work in accordance with Article 2.4; and, in addition, District may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 within seven (7) Days after written demand, District may, without prejudice to other remedies, sell such materials at auction or at private sale or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to District, including compensation for District's services and expenses. If such proceeds of sale do not cover costs and

damages for which Contractor is liable to District, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to District.

12.2.7 Contractor's obligations under this Article are in addition to and not in limitation of its warranty under Article 3.5 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies District may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents, which may be longer specified periods. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

### **12.3 ACCEPTANCE OF DEFECTIVE WORK**

12.3.1 Notwithstanding the provisions of Article 12.2 of these General Conditions, District shall have the option, at its sole discretion and by notice to Contractor, to accept Defective Work instead of requiring its removal or correction, in which case the Contract Sum shall be reduced by an amount equal to the difference between the value to District the Work would have had were it complete, correct and in conformity with the Contract Documents and the value to District of such Defective Work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by District or Construction Manager. If there are no remaining payments of the Contract Sum to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to District the amount of any such deficiency.

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## **ARTICLE 13 – STATUTORY REQUIREMENTS**

### **13.1 NONDISCRIMINATION/EQUAL OPPORTUNITY**

13.1.1 For purposes of this Article, the term Subcontractor shall not include suppliers, manufacturers, or distributors, except those who will actually perform work on the Site.

13.1.2 Contractor shall comply and shall ensure that all Subcontractors comply with the California Government Code, Section 12900, and the applicable sections that follow.

13.1.3 Contractor agrees as follows during the performance of the Work:

.1 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in the California Government Code, Section 12926), marital status, or citizenship. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in the California Government Code, Section 12926), marital status, or citizenship. Such equal treatment shall apply, but not be limited to:

- (i) Employment, upgrading, demotion, or transfer.
- (ii) Recruitment or recruitment advertising.
- (iii) Layoff or termination.
- (iv) Rates of pay or other forms of compensation.
- (v) Selection for training, including apprenticeship.

.2 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the Notice of Equal Employment Opportunity (EEO) setting forth this provision.

.3 Contractor shall send to each labor union, with which it has a collective bargaining agreement or other contract or understanding, the letter of Concurrence and the Notice of Equal Employment Opportunity (EEO) advising them of Contractor's commitments under this provision; and Contractor shall post copies of the Notice of Equal Employment Opportunity (EEO) in conspicuous places available to employees and applicants for employment. The Notice of Equal Employment Opportunity (EEO) shall be in English and other applicable languages.

.4 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by District or any appropriate District of the State of California designated by District for the purposes of investigation to ascertain compliance with this provision. The outcome of the investigation may result in the following:

a. A finding of willful violation of the provisions of this Construction Contract or of the Fair Employment Practices Act may be regarded by District as either of the following:

(i) A basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids.

(ii) A basis for refusing to accept or consider the bids of Contractor for future contracts.

b. District may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has done both of the following:

(i) Investigated and determined that Contractor has violated the Fair Employment Practices Act.

(ii) Issued an order under the California Government Code, Section 12970, or obtained an injunction under the California Government Code Section 12973.

c. Upon receipt of such written notice from the Fair Employment Practices Commission, District may notify Contractor that, unless it demonstrates to the satisfaction of District within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.

.5 Contractor agrees that, should District determine that Contractor has not complied with this provision, Contractor shall forfeit to District, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 13.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and District may deduct any such penalty amounts from the Contract Sum.

.6 Nothing contained in this provision shall be construed in any manner so as to prevent District from pursuing any other remedies that may be available at law.

.7 Contractor shall meet the following standards for affirmative compliance and provide District with satisfactory evidence of such compliance upon District's request, which shall be evaluated in each case by District:

a. Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereunder.

b. Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).

c. Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that:

(i) Define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training.

(ii) Implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.

d. Contractor shall notify District of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.

.8 Contractor shall include the provisions of the foregoing Articles 13.1.3.1 through 13.1.3.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

## **13.2 STATE LABOR LAW**

13.2.1 Contractor, its agents, and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the Work.

13.2.2 Contractor shall strictly adhere to the provisions of the Labor Code regarding the employment of apprentices; minimum wages; payment of wages; alien labor, the eight- hour day; overtime, Saturday, Sunday, and holiday work; registration with the Department of Industrial Relations to maintain eligibility to work on public works; and nondiscrimination because of race, color, national origin, age, marital status, sexual orientation, disability, sex or religion. Contractor shall forfeit to District the penalties prescribed in the Labor Code for violations.

13.2.3 District has ascertained that the general prevailing rate of wages and employer payments for health and welfare, vacation, pensions, and similar purposes applicable to the locality in which the Work is to be done are as set

(v) General Conditions

forth in that certain document entitled, "Prevailing Wage Scale," as indicated in the California Labor Code Part 7, Chapter 1 – Article 2, as determined by the Director of Industrial Relations. Applicable Prevailing Wage Rates and related information not listed are to be obtained from the State of California by Contractor. Contractor shall post a copy of applicable exhibits/wage rates at each Site. Contractor to whom the Construction Contract is awarded and any Subcontractor agree to pay wages and benefits not less than said specified rates to all workers employed by them in the execution of the Construction Contract. A person or concern who fails to do so shall be subject to withholding of contract payments equal to the underpayment of required wages and benefits and subject to the penalties provided for in the California Labor Code, Section 1775. Contractor and each Subcontractor shall prepare and certify their payrolls on forms satisfactory and in accordance with instructions to be furnished by District.

13.2.4 In accordance with the Labor Code, prevailing wage rate determinations for the work to be done on this Project are maintained by the District.

13.2.5 In the event there is a determination that Contractor is in violation of prevailing wage requirements, Contractor shall reimburse District for all investigative costs incurred in addition to any other remedies provided under the Contract Documents.

### **13.3 PAYROLL RECORDS**

13.3.1 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey worker, apprentice worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative upon request.

.2 A certified copy of all Contractor and Subcontractor payroll records shall be made available for inspection upon request to District, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations. A certified copy of all payroll records shall be furnished to District or its representatives upon request.

.3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the

request by the public shall be made to either District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public entity by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Construction Contract or performing the Construction Contract shall not be marked or obliterated.

.4 As of April 1, 2015: contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

13.3.2 Contractor and all Subcontractors shall file a certified copy of the payroll records with the entity that requested the records within ten (10) Days after receipt of a written request. Contractor shall inform District of the location of such payroll records for the Project, including the street address, District, and county; and Contractor shall, within ten (10) days, provide notice of change of location of such records. In the event of noncompliance with the requirements of Article 13.3 or with the California Labor Code Section 1776, Contractor and its Subcontractors shall have ten (10) Days in which to comply following receipt of a notice specifying in what respects Contractor must comply. Should non-compliance still be evident after the ten (10) Day period, Contractor shall forfeit to District, as a penalty, one hundred dollars (\$100.00) for each Day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum. Contractor shall include stipulations in all of its subcontracts to ensure that Subcontractors comply with Section 13.3.

#### **13.4 APPRENTICES**

13.4.1 Attention is directed to the California Labor Code, Sections 1777.5, 1777.6, and 1777.7 and the California Code of Regulations, Title 8, Section 200, and the applicable sections that follow. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the State of California Division of Apprenticeship Standards prior to commencement of the Work. Responsibility for compliance with these requirements lies with Contractor

#### **13.5 WORK DAY**

13.5.1 Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) Day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to District, as a penalty, fifty dollars (\$50.00) for each worker employed in the execution of this Construction Contract

by Contractor, or any Subcontractor, for each Day during which such worker is required or permitted to Work more than eight (8) hours in any one (1) Day and forty (40) hours in any one (1) calendar week in violation of the terms of this provision or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each Day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency or representative and the State of California.

**END OF GENERAL CONDITIONS**



## **EXHIBIT D**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**SPECIAL PROVISIONS AND/OR TECHNICAL SPECIFICATIONS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

**For Special Provisions and/or Technical Specifications, see bid document:**

**(REPORTS, SUPPLEMENTS, ATTACHMENTS, MODIFICATIONS AND EXHIBITS)**

- **County of San Luis Obispo Encroachment Permit ENC 20220255**
- **Earth Systems Geotechnical Engineering Report and Infiltration Test Results**
- **Proposition 1 Funding Agreement for Grant Agreement No. D2112146**

**OCEANO COMMUNITY SERVICES DISTRICT**  
**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19TH STREET**  
**REPORTS, SUPPLEMENTS, ATTACHMENTS, MODIFICATIONS AND EXHIBITS**  
**FOR**  
**OCEANO, CA**  
**CONTRACT NO. 2023-01**

- A. San Luis Obispo County Encroachment Permit # ENC 20220255**
- B. Earth Systems Geotechnical Engineering Report and Infiltration Test Results**
- C. Proposition 1 Funding Agreement for Grant Agreement No. D2112146**

(viii) Reports, Supplements, Attachments, Modifications, and Exhibits



County of San Luis Obispo  
**DEPARTMENT OF PUBLIC WORKS**

County Government Center, Room 207 - San Luis Obispo CA 93408  
 Phone: (805) 781-5252 Fax: (805) 781-1229 Email: [pwd@co.slo.ca.us](mailto:pwd@co.slo.ca.us)

**Permit #: ENC20220255**

**Issued:** 06/29/2023

**Expires:** 06/29/2024

**Status:** ISSUED

**PUBLIC IMPROVEMENTS ENCROACHMENT PERMIT**

Owner		Contractor		Primary Contact	
Oceano Community Service District C/O Will Clemens 1655 Front St PO Box 599 Oceano, CA 93475 (805) 781-6730 <a href="mailto:will@oceanocsd.org">will@oceanocsd.org</a>		TBD awaiting bid process  Lic #:    Exp:		Oceano Community Service District C/O Will Clemens 1655 Front St PO Box 599 Oceano, CA 93475 (805) 781-6730 <a href="mailto:will@oceanocsd.org">will@oceanocsd.org</a>	
Permit Information					
<b>Road Number:</b>	Nineteenth St - M1115			<b>Charge Number:</b>	201R11N135
<b>Situs:</b>	19TH STREET & PASO ROBLES STREET FRONTING OCEANO ELEMENTARY SCHOOL			<b>APN:</b>	
<b>BLD Permit:</b>	N/A			<b>Community:</b>	Oceano
<b>Inspector:</b>	Mike Tabares 235-3538				

**Work Description**

**LEGAL DESC:**

1. Construct "Phase 1" street improvements on 19th and Paso Robles Streets only
2. All work to conform to plans by Cannon titled "Oceano Elementary School Infiltration & Frontage Improvements" dated 5/31/2023 and stamped approved for construction by Public Works on 6/21/2023.
3. This permit only authorizes work within County right-of-way. Work on private property outside County right-of-way must be authorized by separate permits.
4. Traffic control to be provided per approved plans, permit conditions, and per MUTCD.

**Fee Summary**

**Project Specific Conditions**

**A01 - INTRODUCTION TO CONDITIONS**

Building Permit No.: N/A  
 Work Order No.: 201R11N135

PERMITTEE IS RESPONSIBLE FOR READING AND ADHERING TO ALL CONDITIONS AND PROVISIONS OF THIS ENCROACHMENT PERMIT. PERMIT HOLDER SHALL CONTACT THE ENCROACHMENT PERMIT UNIT VIA EMAIL [PW.PERMITS@CO.SLO.CA.US](mailto:PW.PERMITS@CO.SLO.CA.US) OR CALL (805) 781-5252 AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE TO SCHEDULE INSPECTIONS, PRIOR TO COMMENCING WORK, PRIOR TO MILESTONE OBSERVATIONS, AND UPON COMPLETION OF THE WORK FOR A FINAL INSPECTION.

This encroachment permit may reference plans, exhibits and/or sketches submitted by the permittee during the application process, referenced hereafter as the permit plans. These encroachment permit requirements and provisions supersede all conflicts that may arise from the permit plans.

**B01 - PERMITTED SHOULDER, LANE, AND ROAD CLOSURES**

---

Shoulder closures are permitted on:

Paso Robles Street (#1125)

19th Street (#1115)

Lane closures are permitted on:

Paso Robles Street (#1125)

19th Street (#1115)

Road closures are permitted on:

NO ROAD CLOSURES PERMITTED

**B02 - PERMITTED HOURS OF CONSTRUCTION**

---

In accordance with County Code 22.10.120 (Noise Standards), Section A.4, noise sources associated with construction must not occur weekdays before 7:00 am or after 9:00 pm; and weekends before 8:00 am or after 5:00 pm.

**C01 - PERMIT NOT VALID WITHOUT THE FOLLOWING**

---

The contractor must be in possession of a valid State of California Contractor's License with the appropriate classification/s for the work being performed, San Luis Obispo County Business License, and Certificate of Insurance with General Liability coverage. Documentation must be provided to the County upon demand.

Permittee must schedule a preconstruction meeting prior to commencing work. Invitees must include representatives of the owner, the contractor, affected utility companies and community services districts, and the County Public Works Inspector. Evidence of coordination must be provided to the County upon demand.

The USA ticket number is written below (Permittee is responsible for marking the area of work with white paint prior to calling USA for underground facility location):

---

**C02 - STORMWATER WAIVER**

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By signing this permit, the owner/authorized agent/contractor of record for this project certifies that this project is not subject to post construction performance requirements (Central Coast Water Board Resolution R3-2013-0032) for one of the reasons below. If field changes necessitate the replacement of impervious surfaces to the subgrade or an expansion of impervious areas, the applicant must notify Public Works.

- (1) The project will create and/or replace less than 2,500 square feet of impervious area.
- (2) The project consists of one or more items recognized by the RWQCB as non-regulated projects per the list below.

Non-Regulated Projects

- Road surface repair including slurry sealing, fog sealing, and pothole and square cut patching, or crack sealing.
- Repair/reconstruction of road because of slope failures, natural disasters, acts of God or other man-made disaster.
- Resurfacing with in-kind material without expanding the road.
- Shoulder grading.
- Overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding area of coverage.
- Cleaning, repairing, maintaining, reshaping, or re-grading drainage systems.
- Practices to maintain original line and grade, hydraulic capacity, and overall footprint of the road.
- Underground utility projects that replace ground surface with in-kind material or materials with similar runoff characteristics.
- Curb and gutter improvement or replacement projects that are not part of any additional creation or replacement of impervious surface area (e.g., sidewalks, roadway).
- Electrical and utility vaults, sewer and water lift stations, backflows and other utility devices.

**OTH - OTHER**

Construct "Phase 1" street improvements on 19th and Paso Robles Streets only.

All work to conform to plans by Cannon titled "Oceano Elementary School Infiltration & Frontage Improvements" dated 5/31/2023 and stamped approved for construction by Public Works on 6/21/2023.

This permit only authorizes work within County right-of-way. Work on private property outside County right-of-way must be authorized by separate permits.

**X01 - GENERAL ENCROACHMENT CONDITIONS**

Pursuant to California Streets and Highways Code Section 1463, the applicant is hereby notified that in the event the future improvement of the road necessitates the relocation of such encroachment the permittee will relocate the same at his sole expense. In said event the road commissioner shall serve on the permittee his written demand specifying the place of relocation and specifying a reasonable time within which the work of relocation must be commenced. The permittee must commence such relocation within the time specified in said demand and thereafter diligently prosecute the same to completion.

All permits other than those issued to public agencies or a public utility having lawful authority to occupy the roads are revocable on five days' notice and the encroachment must be removed or relocated as may be specified by the road commissioner in the notice revoking the permit and within a reasonable time specified by the road commissioner unless the permit provides a specified time.

Public utilities may be required, within a reasonable time, to relocate such of their facilities as interfere with an enlarged public use of the road, except in those cases where the enlarged use of the road involves a state freeway.

If required, a cash deposit has been posted by the permittee. It is agreed that funds will be drawn from the deposit to pay the actual costs of any action taken by the County to correct any unsafe condition that may arise during the course of the above permitted activity.

**TRAFFIC CONTROL:**

The contractor shall be responsible for providing traffic control throughout all phases of work in accordance with Part 6 of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

**PEDESTRIAN PROTECTION:**

The permittee shall be responsible for constructing and maintaining pedestrian protection devices at all times and in accordance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD), and the California Building Code (CBC). If permitted herein, sidewalk closures must conform to Part 6 of the CA-MUTCD, including TA-28 and TA-29; and pedestrian protection through a construction zone must conform to CBC §3306, including barricades, railings, covered walkways.

**SURVEY MONUMENT PRESERVATION:**

Prior to commencing work the permittee shall hire a licensed land surveyor or registered civil engineer, legally authorized to practice land surveying, to locate all the survey monuments within the work zone and file a corner record or record survey of the references with the County Surveyor if the monument could be destroyed, damaged, covered, disturbed, or otherwise obliterated. Prior to completion of the permitted work, all disturbed monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location; and a new corner record or record of survey of the references shall be filled with the County Surveyor. It shall be the responsibility of the permittee to provide for the monumentation required by this section.

**MAINTENANCE OF FACILITIES:**

The permittee agrees to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done

or such encroachment not placed therein.

#### RESTORATION OF RIGHT-OF-WAY:

Upon completion of the work authorized per this permit, the permittee, at its sole expense, must restore the right-of-way (roads and shoulder) to a condition equivalent to the right-of-way condition immediately before the encroachment work was commenced, unless otherwise authorized by the County Inspector or County Development Services Engineer.

Restoration of the right-of-way (road and shoulder) is at the sole discretion of the County Development Services Engineer and/or County Inspector. Any work (trenching, potholing, boring, etc.) to county-maintained roads may require full lane, half lane, etc., overlays to be paved back based on the assessment of the County Development Services Engineer and/or County Inspector and can be requested at any point during the project. Assessment is based upon existing road condition, extent of work activities, any amendments to the scope of work, and requirements set forth in Public Improvements Standard R-1 for seam locations.

#### ACCEPTANCE:

Commencement of any work under this permit shall constitute acceptance of all conditions and requirements of the permit whether or not the permit is signed by said person or an authorized representative of said person, firm or corporation.

#### AGREEMENT CLAUSE:

The permittee agrees and accepts that the work will be conducted in accordance with the Encroachment Permit Conditions, the (County) Public Improvement Standards, the Streets and Highways Code, State Vehicle Code, County Code, and these attached Provisions.

The permittee agrees and accepts that any work within the right of way of a county-maintained road shall be performed by an appropriately licensed and bonded contractor and shall provide traffic control per the latest California Manual of Uniform Traffic Control Devices.

The permittee shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability that relate in any way to this permit, including, but not limited to, any act or omission on the part of the permittee, or of agents, employees, or independent contractors directly responsible to the permittee; including, but not limited to, any defects, flaws or errors in the design or performance of any work under this permit, providing further that the foregoing shall apply to any acts, or omissions to act, committed jointly or concurrently by the permittee, the permittee's agents, employees or independent contractors, and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the permittee to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

All Other Permits Shall Be The Permittee's Responsibility to Obtain.

PERMITEE IS RESPONSIBLE FOR READING AND ADHERING TO ALL CONDITIONS AND PROVISIONS OF THE ENCROACHMENT PERMIT. PERMIT HOLDER SHALL CONTACT THE ENCROACHMENT PERMIT UNIT VIA E-MAIL AT PW.PERMITS@CO.SLO.CA.US OR CALL (805) 781-5252 AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE TO SCHEDULE INSPECTIONS, PRIOR TO COMMENCING OF THE WORK FOR FINAL INSPECTION.

The conditions and restrictions of this permit must be acknowledged below by the Permittee and a signed copy returned to the County Public Works. Acknowledgment indemnifies the County from any claims that may relate per the application form and the herein permit conditions and provisions.

Contractor

(TBD. Applicant to notify County at future date.)

Signature

Name

Title

Date

Property Owner

Signature

Name

Title

Date



Will Clemens

General Manager

6/29/23

Encroachment Permit Standard Drawings: See approved plans

Work Order No.

The work herein permitted shall be completed before: 06/21/2024

Issuance of Permit approved by: John Diodati, Director



6/29/2023

JEFFERY SAN NICOLAS

Work Completed:

Inspector

Date

**GEOTECHNICAL ENGINEERING REPORT  
OCEANO CSD STORMWATER CAPTURE AND GROUNDWATER RECHARGE  
OCEANO, CALIFORNIA**

February 14, 2022

Prepared for

Mr. Andy Rowe

Prepared by

Earth Systems Pacific  
4378 Old Santa Fe Road  
San Luis Obispo, CA 93401

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February 14, 2022

FILE NO.: 305156-001

Mr. Andy Rowe  
Cannon Corporation  
1050 Southwood Drive  
San Luis Obispo, California 93401

PROJECT: OCEANO CSD STORMWATER CAPTURE AND GROUNDWATER RECHARGE  
19<sup>th</sup> STREET  
SAN LUIS OBISPO, CALIFORNIA

SUBJECT: Geotechnical Engineering Report and Infiltration Test Results

Dear Mr. Rowe:

This geotechnical engineering report has been prepared for use in the development of plans and specifications for the Oceano Community Services District (CSD) Stormwater Capture and Groundwater Recharge project. Preliminary recommendations for exterior pedestrian flatwork including permeable pavers, hot mix asphalt pavements, utility trenches, drainage and maintenance, and observation and testing are presented to guide the development of project plans and specifications. Results of Low Impact Development (LID) infiltration testing from are also included for your use in assessing the infiltration potential in the test areas. One electronic copy and one bound copy have been provided to you. Additional electronic copies have also been distributed to those mentioned below.

We appreciate the opportunity to have provided services for this project and look forward to working with you again in the future. If there are any questions concerning this report, please do not hesitate to contact the undersigned.

Sincerely,  
Earth Systems Pacific



Robert Down, PE  
Principal Engineer



Aileen Flynn, EIT  
Staff Engineer

Doc. No.: 2202-038.SER/pm



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**APPENDICES**

APPENDIX A      Figure 1 – Site Vicinity Map  
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## 1.0 INTRODUCTION AND SITE SETTING

Based upon the preliminary project plans, we understand the proposed improvements will include green street improvements along 19<sup>th</sup> Street in Oceano, California. Improvements will include stormwater handling, pavement reconstruction, traffic calming, and landscaping as part of the Oceano Community Services District (CSD) Stormwater Capture and Groundwater Recharge project. The stormwater capture and recharge will include the installation of infiltration facilities including bioretention planter areas, permeable pavers, and a stormtech chamber system, planned to be installed at Oceano Elementary School.

We anticipate the road improvements will be surfaced with Hot Mix Asphalt (HMA). Other site improvements consist of exterior pedestrian flatwork, permeable pavers, vehicular pavement, relocation of underground utilities, bioretention facilities, stormwater control measures (SCMs) including bioswales, shallow subterranean basins, and landscaping.

The site is located predominately is the roadway of 19<sup>th</sup> Street from Beach Street to Warner Street in Oceano. The stormwater chamber system will be located at the southwest corner of the recreational field at Oceano Elementary School. Approximate site coordinates of latitude 35.1015 North and longitude 120.6111 West were obtained from Google Earth (2022) and were taken at the approximate location shown on Figure 1 – Site Vicinity Map.

## 2.0 SCOPE OF SERVICES

The scope of work for this geotechnical engineering investigation included the following: a general site reconnaissance; review of previous subsurface exploration; infiltration testing and laboratory testing done by this firm; geotechnical evaluation of the data collected; and the preparation of this report.

This report and recommendations are intended to comply with the considerations of Sections 1803.1 through 1803.6, J104.3 and J104.4, as applicable, of the 2019 California Building Code (CBC) and common geotechnical engineering practice in this area under similar conditions at this time. The test procedures were accomplished in general conformance with the standards noted, as modified by common geotechnical engineering practice in this area under similar conditions at this time.

Preliminary geotechnical engineering recommendations for utility trenches, exterior pedestrian flatwork including permeable pavers, vehicle pavements, drainage and maintenance, and observation and testing are presented to guide the development of project plans and specifications. As there may be geotechnical issues yet to be resolved, the geotechnical engineer



should be retained to provide consultation as the design progresses, and to review project plans as they near completion to assist in verifying that pertinent geotechnical issues have been addressed and to aid in conformance with the intent of this report.

It is our intent that this report be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications. Application beyond this intent is strictly at the user's risk.

This report does not address issues in the domain of contractors such as, but not limited to, site safety, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, dewatering, temporary slope angles, construction means and methods, etc. Analyses of aerial or site geology, or of the soil for corrosivity, radioisotopes, asbestos (either naturally occurring or in man-made products), lead or mold potential, hydrocarbons, or chemical properties is beyond the scope of this report. Any ancillary features such as flag or light poles, temporary access roads, and non-structural fills, or other improvements not addressed herein are not within our scope and are also not addressed.

In the event that there are any changes in the nature, design, or location of improvements, or if any assumptions used in the preparation of this report prove to be incorrect, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions of this report modified or verified by the geotechnical engineer in writing. The criteria presented in this report are considered preliminary until such time as any peer review or review by any jurisdiction has been completed, conditions have been observed by the geotechnical engineer in the field during construction, and the recommendations have been verified as appropriate, or modified by the geotechnical engineer in writing.

### **3.0 FIELD INVESTIGATION**

#### Geotechnical Borings

The geotechnical borings have been compiled from previous investigations conducted by this firm in March and June of 2017. We have chosen five borings drilled at Oceano Elementary school, adjacent to the project site, to represent the subsurface at the project site. The borings chosen extend to a maximum depth of 51.5 feet below the existing ground surface (bgs). One boring was drilled with a Simco EP 200 drill rig, equipped with a 6-inch outside diameter solids stem auger. The remaining four borings were drill with a Mobile Drill Model B-53 truck-mounted drill rig, equipped with 6-inch outside diameter hollow stem auger and an automatic trip hammer for sampling. The approximate locations of the borings are shown on Figure 2 – Exploration Location Map in Appendix A.



Soil samples were obtained from the borings using a 2-inch outside diameter ring-lined barrel sampler (ASTM D 3550-01/07 with shoe similar to D 2937-10) and Standard Penetration Tests (SPT) were conducted at selected depths within the borings (ASTM D1586/D1586-18). Bulk soil samples obtained from the auger cuttings. After sampling was complete, the borings were backfilled with the auger cuttings.

Soils encountered in the borings were categorized and logged in general accordance with the Unified Soil Classification System and ASTM D2488-17. Copies of the boring logs and a Boring Log Legend are included in Appendix A. In reviewing the boring logs and legend, the reader should recognize that the legend is intended as a guide only, and there are a number of conditions that may influence the soil characteristics as observed during drilling. These include, but are not limited to, the presence of cobbles or boulders, cementation, variations in soil moisture, presence of groundwater, and other factors. Consequently, the logger must exercise judgment in interpreting the subsurface characteristics, possibly resulting in soil descriptions that vary somewhat from the legend.

#### Infiltration Testing

Four infiltration test borings were drilled by this firm at Oceano Elementary School site in March 2017 using a truck-mounted Simco EP 200 drill rig. After drilling was completed, a 2-inch diameter perforated pipe was installed in each of the infiltration test borings and the annular spaces around the pipes were filled with gravel. After testing was complete, borings were backfilled with auger cuttings. The approximate locations of the infiltration test borings are shown on Figure 2 – Exploration Location Map in Appendix A. Soils encountered in the borings were categorized and logged in general accordance with the Unified Classified Soil Classification System and ASTM D 2488-09a. Copies of the infiltration test results are included in Appendix C.

Infiltration testing was performed in general accordance with the methods developed by this firm in cooperation with the Central Coast Low Impact Development Initiative (ESP 2013). Initially, testing consisted of introducing water into each of the test borings to just below existing grade. This water level was then maintained at constant head for 30 minutes. After the 30-minute period, the water was shut off and the amount of water introduced into each of the test borings was recorded. Readings of the change in water level were then recorded at various time intervals over a period of approximately 30 minutes. Following testing, the pipes were removed, and the test borings were backfilled with on-site soil. The LID infiltration test results are attached in Appendix C.



Constant head infiltration testing resulted in introducing approximately 37 to 75 gallons of water over a period of 30 minutes. Falling head test results generally ranged from 30 to 120 inches per hour near the end of the tests. The test results indicate rapid rates of infiltration with variation from each location tested. The test results only indicate the infiltration rates at the specific locations tested and under specific conditions. Sound engineering judgment should be exercised in extrapolating the test results for other conditions or locations. Technical design references vary in methods they present for using these types of test results. However, most references include reduction, safety, and/or correction factors for several parameters including, but not limited to, size of the LID system relative to the test volume, number of tests conducted, variability in the soil profile, anticipated silt loading, anticipated biological buildup, anticipated long-term maintenance, and other factors. Typically, in aggregate these factors range from about 2.5 to 50 depending upon the method used. The final determination of the means by which these data are used is left to the design engineer.

#### **4.0 LABORATORY ANALYSIS**

Samples from the selected borings were tested in our laboratory for bulk density (ASTM D 2937-17, modified for ring liners) and moisture content (ASTM D 2216-10), plasticity index (ASTM D 4318-17), grain size distribution by sieve analysis (ASTM D 422-63/07; ASTM D 1140-17), maximum density and optimum moisture content (ASTM D 1557-12 Modified), cohesion and angle of shearing resistance (ASTM D 3080/3080M-11) and resistance R-Value (ASTM D 2844-94).

The geotechnical laboratory test results for the investigation are presented in Appendix B.

#### **5.0 GENERAL SUBSURFACE PROFILE**

Based upon our subsurface investigation, the site is underlain by Older Dune Sand and Older Alluvium. The Older Dune Sand extends to an approximate depth of 24.5 feet bgs and consists of loose to medium dense poorly graded sands. The Older Dune Sand is underlain by Older Alluvium. The Older Alluvium consists of lean clay underlain with poorly graded, well graded, and clayey sand layers extending to maximum depths explored of 51.5 feet bgs. Groundwater was encountered at the site at an approximate depth of 37.5 feet bgs.

Please refer to the Boring Logs in Appendix A for a more detailed description of the subsurface conditions encountered in the subsurface investigations performed by this firm at the site.



## 6.0 CONCLUSIONS

In our opinion, the site is suitable, from a geotechnical engineering standpoint, for the proposed improvements discussed in the “Introduction and Site Setting” section of the report, provided the recommendations contained herein are implemented in the design and construction. In our opinion, the primary geotechnical engineering concerns at the site are the potential for differential settlement and incorporating the objectives of the proposed LID improvements while minimizing adverse impacts to the roadway, sidewalks, and other improvements. Erosion potential is also discussed below.

### Differential Settlement

The upper soils were categorized as having consistencies ranging from loose to medium stiff. Unless properly mitigated, differential settlement could occur if improvements cross a transition of materials having such variable conditions. Differential settlement can stress and damage pavements and flatwork, often resulting in severe cracks and displacement. To reduce this potential, a program of overexcavation and recompaction is recommended per the “Grading” section of this report, to create sufficiently uniform bearing conditions, and to reduce the potential for destructive differential settlement.

### LID Improvement Impacts

To facilitate infiltration, a basic premise in LID design is to use weaker, less compact soils underlying bioretention features. A lack of soil compaction or strength can result in settlement or lateral movement of curbs. Recommendations to reduce the adverse effects of LID improvements are included in the “Bioretention Areas” section of this report.

### Erosion Potential

The site soils are considered to have a high potential to erosion; caution should be exercised to protect the soil from erosion during and following construction.

## 7.0 PRELIMINARY GEOTECHNICAL RECOMMENDATIONS

These recommendations are applicable for the improvements as described in the “Introduction and Site Setting” section of this report. If locations or elevations change, or if improvements not previously mentioned are included, the geotechnical engineer should be contacted for revised recommendations.





Unless otherwise noted, the following definitions are used in the recommendations presented below. Where terms are not defined, definitions commonly used in the construction industry are intended.

- **HMA Areas:** The footprint of the HMA. If the aggregate base extends beyond the limits of the HMA, the HMA area includes the entire area of the aggregate base.
- **Flatwork and Permeable Paver Areas:** The areas within and extending a minimum of 1 foot beyond the limits of exterior pedestrian flatwork or permeable pavers.
- **Grading Area:** The entire area to be graded for construction of HMA areas and areas where fill will be placed or surface improvements constructed.
- **Finish Grade:** Elevations as shown on the grading plan.
- **Existing Grade:** The elevation that existed as of the date of this report.
- **Scarified:** Plowed or ripped in two orthogonal directions to a depth of not less than 8 inches.
- **Moisture Conditioned:** Soil moisture content adjusted to optimum moisture content, or just above, prior to application of compactive effort.
- **Compacted/Recompacted:** Soils placed in level lifts not exceeding 8 inches in loose thickness and compacted to a minimum of *90 percent* of maximum dry density. The standard tests used to establish maximum dry density and field density should be ASTM D 1557-12 and ASTM D 6938-17, respectively, or other methods acceptable to the soils engineer and jurisdiction.

### Utility Trenches

1. A select, noncorrosive, easily compacted sand should be used as bedding and shading immediately around utilities. Generally, the soil found at the site may be used for trench backfill above the select material.
2. Utility trench backfill should be moisture conditioned and compacted to a minimum of 90 percent of maximum dry density. Trenches located within areas to be paved should be compacted to a minimum of 95 percent of maximum dry density.
3. Trench backfill should be placed in level lifts not exceeding 6 inches in loose thickness, moisture conditioned, and compacted to the minimums noted above.





4. Compaction of trench backfill by jetting or flooding is not recommended except under extraordinary circumstances. However, to aid in *encasing* utility conduits, particularly corrugated drainpipes, and multiple, closely-spaced conduits in a single trench, jetting or flooding may be useful. Flooding or jetting should only be attempted with extreme caution, and any jetting operation should be subject to review by the geotechnical engineer.
5. Where utility trenches will intersect bio-retention areas, sand-cement slurry or lean concrete plugs (seepage collars) should be placed in the trenches on the downgradient side of the bio-retention area. If the utility trench is flat or nearly flat, seepage collars should be planned on both sides on the bioretention facility. The seepage collars should be placed immediately outside the bio-retention area, extend a minimum of 1 foot below the bottom of the utility trench, and cut a minimum of 1 foot into the sides of the trench. The top of the seepage collar should be a minimum of 1 foot above the top of the utility.
6. The recommendations of this section are minimums only and may be superseded by the requirements of the client, pipe manufacturers, utility companies, or the governing jurisdiction based upon soil corrosivity or other factors.

### **Exterior Pedestrian Flatwork and Permeable Pavers**

#### Pedestrian Flatwork

1. Exterior pedestrian flatwork should have a minimum thickness of 4 inches. Minimum reinforcement for exterior pedestrian flatwork should consist of No. 3 rebar placed at 24 inches on-center each way.
2. Exterior pedestrian flatwork should be constructed upon 4 to 6 inches of imported sand.
3. Exterior pedestrian flatwork should have thickened edges a minimum of 6 inches below the bottom of the slab.
4. Exterior pedestrian flatwork and permeable pavers should be supported by a minimum of 4 inches of aggregate base.
5. Flatwork should be constructed with frequent joints to allow articulation as the flatwork moves in response to seasonal soil temperature and moisture variations. The soil below flatwork should be moisture conditioned prior to casting the flatwork.



6. Flatwork surface should be sloped to freely drain toward appropriate drainage facilities. Water should not be allowed to stand or pond on or adjacent to pavement or other improvements, unless located in the designated bioretention areas, as it could infiltrate into the aggregate base and/or subgrade, causing premature pavement deterioration.

### Permeable Pavers

1. Pavers should be installed per the manufacturer's recommendations.
2. Except where the paver manufacturer recommends otherwise, the pavers should generally be installed per ICPI Drawing ICPI-68 (ICPI, 2011). A concrete curb should bound the outside of the pavers and the bed of No. 2 stone subbase; the subbase should not extend beyond the curb. The curb should be an "A" curb or a flush curb, as applicable and should penetrate a minimum of 6 inches below the subbase bed.
3. Unless otherwise recommended by the paver manufacturer, the structural paver section should consist of the following (from top to bottom):
  - Concrete pavers, 3.125-inch thickness, minimum
  - 1.5 to 2.0 inches No. 8 aggregate bedding course
  - 5 inches No. 57 open-graded stone base
  - 8 inches No. 2 stone subbase
  - Tensar, TriAx TX130 geogrid, or equivalent if the pavers will support vehicle traffic.
  - Subgrade rolled to a smooth surface and compacted to 95 percent of maximum dry density.
4. All No. 8 aggregate base, No.57 base, and No. 2 subbase should be crushed; rounded or river-run materials should not be used.
5. Where utilized the geogrid should be placed per the geogrid manufacturer's recommendations, throughout the subgrade area. At a minimum, the geogrid should be stretched tightly and pinned in position prior to placement of the subbase. Minimum overlap at roll ends and edges should be 1 foot unless the manufacturer recommends a larger overlap.
6. The No. 2 stone subbase should be placed over the geogrid and then rolled with a smooth drum roller or otherwise compacted. At a minimum, rolling and compaction should be



accomplished in two orthogonal directions, with a minimum of three passes each. The No. 57 subbase should then be placed and similarly compacted. If hand operated equipment is used for compaction, it should be a minimum of 500 pounds.

7. The No. 8 aggregate should then be placed, and the pavers set as recommended by the manufacturer. At a minimum, the permeable pavers should be properly maintained, and any ruts, depressions, broken pavers, etc.. should be immediately repaired. Periodic removal of pavers and refurbishment of the No. 8 bedding course may also be necessary.
8. Deepened curbs or other means of cutting off lateral migration of water should be used where permeable pavers are adjacent to HMA pavement or non-permeable pavers.

## Pavements

### HMA Pavement

The following Hot Mix Asphalt (HMA) pavement sections are based upon a tested R-value of 47 and assumed Traffic Indices (TIs) of 4.0 through 8.0. The R-value test was performed in August 2021 for soils at the Oceano Elementary School bus drop off area, north of the project site. The R-value and corresponding pavement sections should be confirmed or modified during construction. Determination of the appropriate TI for specific areas of the project is left to others. The HMA sections were calculated in accordance with the method presented in the “Highway Design Manual” (Caltrans 2018). The calculated HMA and Class 2 aggregate base (AB) thicknesses are for compacted material. Normal Caltrans construction tolerances should apply.

### HMA Pavement Sections

Traffic Index	HMA (in)	Class 2 AB*(in)
4.0	2.25	4.00
4.5	2.50	4.00
5.0	2.75	4.00
5.5	3.00	4.50
6.0	3.25	5.00
7.0	4.00	5.50
8.0	4.50	6.75

\*Per Caltrans (2018) Section 26



### PCC Pavement

1. If unreinforced Portland cement concrete pavement is planned, the following minimum section is recommended:
  - 8 inches plain PCC (4,000 psi minimum)
  - Joint spacing at a maximum of 10 feet on-center each way
  - #4 smooth joint dowels at 10-inch centers
  - 12 inches Class 2 AB and subgrade compacted to a minimum of 95 percent of maximum dry density
2. If reinforced concrete pavement is planned, the following minimum section may be used:
  - 6 inches PCC (4,000 psi minimum)
  - Joint spacing at a maximum of 10 feet on-center each way
  - No. 4 rebar at 18-inch centers each way
  - No. 4 smooth joint dowels at 18-inch centers
  - 12 inches Class 2 AB and subgrade compacted to a minimum of 95 percent of maximum dry density
3. Alternately, the pavement may be designed by the architect/engineer for the appropriate loads. Provided that a minimum of 12 inches of AB compacted to a minimum of 95 percent of maximum dry density is provided, the design may be based on a subgrade modulus of 200 pci (psi/in). Specification of concrete properties and reinforcing is left to the architect/engineer.

### Pavement Sections - General

1. Pavements should be constrained by curbs, gutters, flatwork, walls, etc.; free edges to the pavements should be avoided.
2. Pavements should be set back a minimum of 5 feet from any descending slope. Alternately, deepened curbs may be used to constrain the pavement. Where curbs will be deepened in lieu of the recommended setback, the individual situation should be reviewed, and specific recommendations prepared by the geotechnical engineer.



3. Subgrade and AB should be firm and unyielding when proof-rolled with heavy, rubber-tired grading equipment prior to continuing construction.
4. Finished pavement surfaces should be sloped to freely drain toward appropriate drainage facilities. Water should not be allowed to stand or pond on or adjacent to pavement, as it could cause premature pavement deterioration or improvement damage, unless designed to accommodate ponding.
5. To reduce migration of surface drainage into the subgrade, maintenance of non-permeable pavement areas is critical. Any cracks that develop in the pavement should be promptly sealed.
6. The local jurisdiction may have additional requirements for pavement or pavers that could take precedence over the above recommendations.

### **Bioretention Areas**

1. To increase lateral stability of the curbs and enhance pavement longevity, curbs should be deepened along the bioretention areas. Curbs should extend a minimum depth of 18 inches below lowest adjacent compacted grade on each side of the curb or otherwise laterally restrained. Scarification, moisture conditioning, and recompaction should extend a minimum of 12 inches beyond the curb.
2. Where bioretention areas are adjacent to curbs, flatwork, or other such improvements, an impermeable liner should be used to prevent infiltration of water under the adjacent improvements. The liner should extend a minimum of 3 feet below the bearing material or 2 feet below any aggregate base layer, whichever is deeper. The liner should be attached to the back of the curb or other improvements. The liner should extend or return 90 degrees from the improvement for a minimum of 3 feet.
3. Where a sidewalk abuts an infiltration area, the edge of the sidewalk should be thickened to a minimum of 8 inches. At a minimum, the thickened edge should be reinforced with one No. 4 rebar.



### **Drainage and Maintenance**

1. Unpaved ground surfaces should be graded during construction, and, per Section 1804.4 of the 2019 CBC, finish graded to direct surface runoff away from foundations, slopes, and other improvements at a minimum 5 percent grade for a minimum distance of 10 feet. If this is not feasible due to the terrain, property lines, or other factors, swales with improved surfaces, area drains, or other drainage features should be provided to divert drainage away from these areas.
2. Finished surfaces should be sloped to freely drain toward appropriate drainage facilities. Water should not be allowed to stand or pond on or adjacent to foundations.
3. Where infiltration stormwater control measure areas will lie within 8 feet of foundations, flatwork, pavement, or other similar surface improvement, moisture protection should be provided between the infiltration feature and the improvement. Moisture protection should consist of curbs or impermeable liners, deepened to a minimum of 2 feet below foundations, or the bottom of the infiltration facility, whichever is deeper. It is not anticipated that this protection needs to extend greater than 8 feet.
4. Where utility trenches will pass through areas intended for infiltration, lean concrete or sand/cement slurry plugs should be placed in the trenches at the perimeter of the infiltration area.
5. To reduce the potential for damage due to erosion it is essential that the surface soils, particularly those disturbed during construction, be stabilized by vegetation or other means during and following construction. Care should be taken to establish and maintain vegetation. The landscaping and exterior flatwork should be installed to maintain the surface drainage recommended above.
6. To reduce the potential for disruption of drainage patterns and undermining of foundations and other improvements, rodent activity should be aggressively controlled.

### **Observation and Testing**

1. It must be recognized that the recommendations contained in this report are based on a limited number of borings and rely on continuity of the subsurface conditions encountered. Therefore, the geotechnical engineer should be retained to provide consultation during the design phase, to review plans as they near completion, to interpret this report during construction, and to provide construction monitoring in the form of testing and observation.



2. At a minimum, the geotechnical engineer should be retained to provide:
  - Review of the project plans as they near completion
  - Professional observation during grading
  - Oversight of soil special inspection
3. Special inspection of grading should be provided as per Section 1705.6 and Table 1705.6 of the 2019 CBC. The special inspector should be under the direction of the geotechnical engineer. It is our opinion that none of the grading construction is of a nature that should warrant continuous special inspection; periodic special inspection should suffice. Subject to approval by the Building Official, the exception to continuous special inspection is described in Section 1704.2 of the 2019 CBC and should be specified by the architect/engineer and periodic special inspection of the following items should be provided by the special inspector.
  - Stripping and clearing of vegetation and unsuitable materials
  - Overexcavation, scarification, moisture conditioning, and compaction of the soil
  - Fill quality, placement, moisture conditioning and compaction
  - Utility trench backfill and installation of infiltration features
  - Subgrade and AB/nonexpansive fill compaction and proof-rolling
4. A program of quality control should be developed prior to beginning grading. It is the responsibility of the owner, contractor, or project manager to determine any additional inspection items required by the architect/engineer or the governing jurisdiction.
5. Locations and frequency of compaction tests should be as per the recommendation of the geotechnical engineer at the time of construction. The recommended test location and frequency may be subject to modification by the geotechnical engineer, based upon soil and moisture conditions encountered, size and type of equipment used by the contractor, the general trend of the results of compaction tests, or other factors.
6. A preconstruction conference among the owner, the geotechnical engineer, the governing agency, the special inspector, the project inspector, the architect/engineer, and contractors is recommended to discuss planned construction procedures and quality control requirements.
7. The geotechnical engineer should be notified at least 48 hours prior to beginning construction operations. If Earth Systems Pacific is not retained to provide construction observation and testing services, it shall not be responsible for the interpretation of the information by others or any consequences arising therefrom.



## 8.0 CLOSURE

Our intent was to perform the investigation in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the locality of this project and under similar conditions. No representation, warranty, or guarantee is either expressed or implied. This report is intended for the exclusive use by the client as discussed in the "Scope of Services" Section. Application beyond the stated intent is strictly at the user's risk.

This report is valid for conditions as they exist at this time for the type of project described herein. The conclusions and recommendations contained in this report could be rendered invalid, either in whole or in part, due to changes in building codes, regulations, standards of geotechnical or construction practice, changes in physical conditions, or the broadening of knowledge. If Earth Systems Pacific is not retained to provide construction observation and testing services, it shall not be responsible for the interpretation of the information by others or any consequences arising therefrom.

If changes with respect to project type or location become necessary, if items not addressed in this report are incorporated into plans, or if any of the assumptions used in the preparation of this report are not correct, this firm shall be notified for modifications to this report. Any items not specifically addressed in this report should comply with the CBC and the requirements of the governing jurisdiction.

The preliminary recommendations of this geotechnical report are based upon the geotechnical conditions encountered at the site and may be augmented by additional requirements of the architect/engineer, or by additional recommendations provided by the geotechnical engineer based on conditions exposed at the time of construction.

This document, the data, conclusions, and recommendations contained herein are the property of Earth Systems Pacific. This report shall be used in its entirety, with no individual sections reproduced or used out of context. Copies may be made only by Earth Systems Pacific, the client, and the client's authorized agents for use exclusively on the subject project. Any other use is subject to federal copyright laws and the written approval of Earth Systems Pacific.

Thank you for this opportunity to have been of service. If you have any questions, please feel free to contact this office at your convenience.

End of Text.





#### TECHNICAL REFERENCE LIST

California Building Code. 2019. *California Code of Regulations, Title 24, Part 2.*

Caltrans (California Department of Transportation). 2018. "Standard Specifications."

Google Earth. 2020. Google Earth [website], retrieved from:  
<http://www.google.com/earth/index.html>

**APPENDIX A**

Figure 1 – Site Vicinity Map

Figure 2 – Exploration Location Map

Boring Log Legend

Boring Logs



NOT TO SCALE

BASE MAP PROVIDED BY: Google Earth (2022)

**SITE VICINITY MAP**  
 Oceano CSD Stormwater Capture  
 19th Street  
 Oceano, California

Date  
February 2022

Project No.  
305156-001

Figure 1

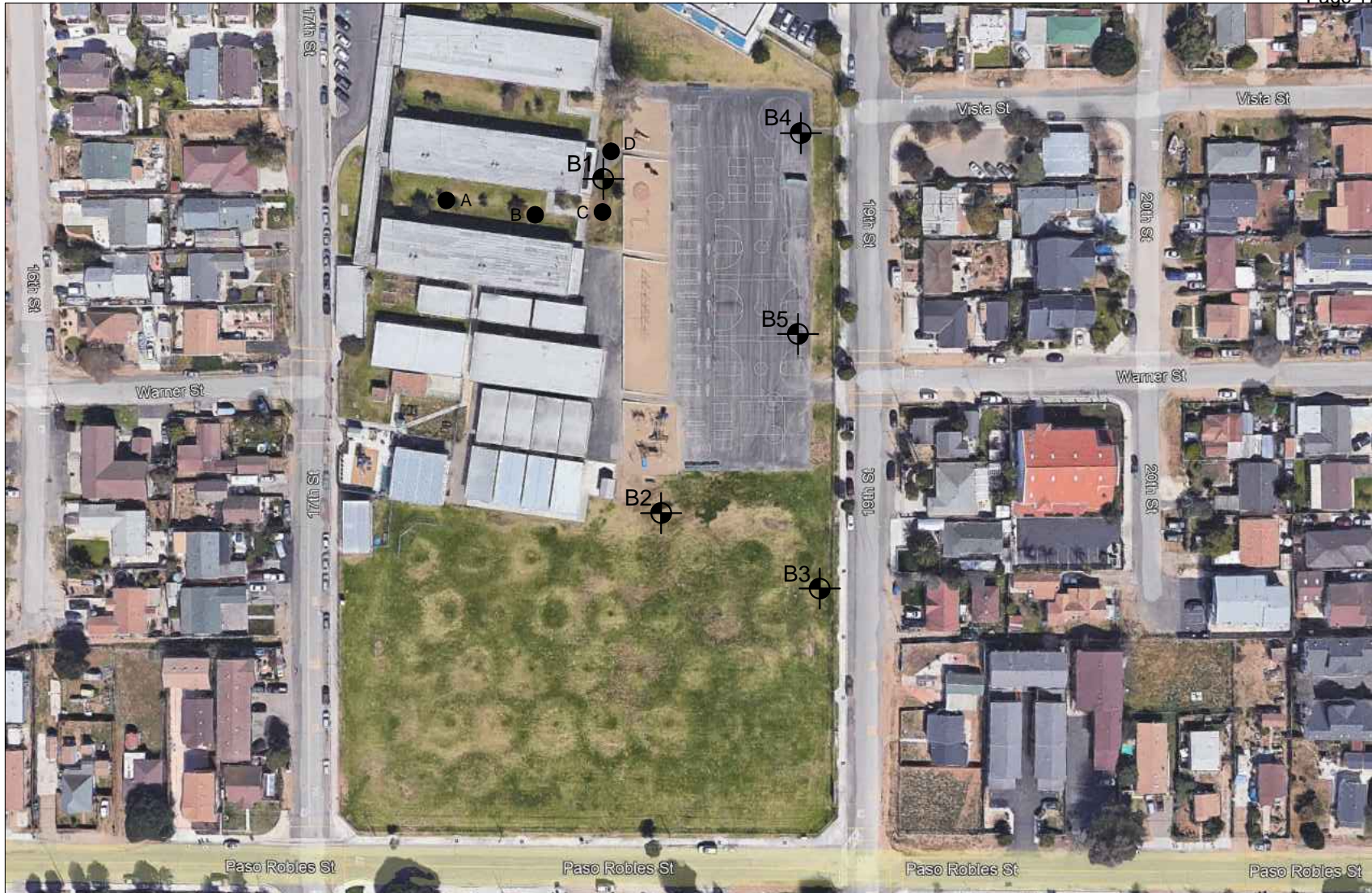


**Earth Systems Pacific**



4378 Old Santa Fe Road, San Luis Obispo, CA 93401  
www.earthsystems.com

Exhibit 05 Earth Systems Geotechnical 86  
Engineering Report and Test Results





**LEGEND**

-  Boring Location (Approx.)
-  A-D Percolation Test Location (Approx.)

BASE MAP PROVIDED BY: Google Earth (2022)



NOT TO SCALE



**Earth Systems Pacific**

4378 Old Santa Fe Road, San Luis Obispo, CA 93401

www.earthsystems.com

Exhibit D Earth Systems Geotechnical  
Engineering Report and Test Results

**EXPLORATION LOCATION MAP**

Oceano CSD Stormwater Capture

19th Street

Oceano, California



































**Date**

February 2022

**Project No.**

305156-001

Figure 2

 <b>Earth Systems Pacific</b>  <b>BORING LOG LEGEND</b>		<b>UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)</b>																	
		MAJOR DIVISIONS	GROUP SYMBOL	TYPICAL DESCRIPTIONS	GRAPH. SYMBOL														
<b>BORING LOG LEGEND</b>  <table border="1"> <tr> <th>SAMPLE / SUBSURFACE WATER SYMBOLS</th> <th>GRAPH. SYMBOL</th> </tr> <tr> <td>CALIFORNIA MODIFIED</td> <td></td> </tr> <tr> <td>STANDARD PENETRATION TEST (SPT)</td> <td></td> </tr> <tr> <td>SHELBY TUBE</td> <td></td> </tr> <tr> <td>BULK</td> <td></td> </tr> <tr> <td>SUBSURFACE WATER DURING DRILLING</td> <td></td> </tr> <tr> <td>SUBSURFACE WATER AFTER DRILLING</td> <td></td> </tr> </table>		SAMPLE / SUBSURFACE WATER SYMBOLS	GRAPH. SYMBOL	CALIFORNIA MODIFIED		STANDARD PENETRATION TEST (SPT)		SHELBY TUBE		BULK		SUBSURFACE WATER DURING DRILLING		SUBSURFACE WATER AFTER DRILLING		<b>COARSE GRAINED SOILS</b> MORE THAN HALF OF MATERIAL IS LARGER THAN #200 SIEVE SIZE	GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
		SAMPLE / SUBSURFACE WATER SYMBOLS	GRAPH. SYMBOL																
		CALIFORNIA MODIFIED																	
		STANDARD PENETRATION TEST (SPT)																	
		SHELBY TUBE																	
		BULK																	
		SUBSURFACE WATER DURING DRILLING																	
		SUBSURFACE WATER AFTER DRILLING																	
		GP	POORLY GRADED GRAVELS, OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES																
		GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, NON-PLASTIC FINES																
		GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, PLASTIC FINES																
		SW	WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES																
		SP	POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES																
		SM	SILTY SANDS, SAND-SILT MIXTURES, NON-PLASTIC FINES																
SC	CLAYEY SANDS, SAND-CLAY MIXTURES, PLASTIC FINES																		
<b>FINE GRAINED SOILS</b> HALF OR MORE OF MATERIAL IS SMALLER THAN #200 SIEVE SIZE	ML	INORGANIC SILTS AND VERY FINE SANDS, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY																	
	CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS																	
	OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY																	
	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS																	
	CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS																	
	OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS																	
	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS																	
<b>OBSERVED MOISTURE CONDITION</b>																			
DRY		SLIGHTLY MOIST		MOIST	VERY MOIST	WET (SATURATED)													
<b>CONSISTENCY</b>																			
COARSE GRAINED SOILS			FINE GRAINED SOILS																
BLOWS/FOOT		DESCRIPTIVE TERM	BLOWS/FOOT		DESCRIPTIVE TERM														
SPT	CA SAMPLER		SPT	CA SAMPLER															
0-10	0-16	LOOSE	0-2	0-3	VERY SOFT														
11-30	17-50	MEDIUM DENSE	3-4	4-7	SOFT														
31-50	51-83	DENSE	5-8	8-13	MEDIUM STIFF														
OVER 50	OVER 83	VERY DENSE	9-15	14-25	STIFF														
			16-30	26-50	VERY STIFF														
			OVER 30	OVER 50	HARD														
<b>GRAIN SIZES</b>																			
U.S. STANDARD SERIES SIEVE			CLEAR SQUARE SIEVE OPENING																
# 200	# 40	# 10	# 4	3/4"	3"	12"													
SILT & CLAY	SAND			GRAVEL		COBBLES	BOULDERS												
	FINE	MEDIUM	COARSE	FINE	COARSE														
<b>TYPICAL BEDROCK HARDNESS</b>																			
MAJOR DIVISIONS	TYPICAL DESCRIPTIONS																		
EXTREMELY HARD	CORE, FRAGMENT, OR EXPOSURE CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CAN ONLY BE CHIPPED WITH REPEATED HEAVY HAMMER BLOWS																		
VERY HARD	CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CORE OR FRAGMENT BREAKS WITH REPEATED HEAVY HAMMER BLOWS																		
HARD	CAN BE SCRATCHED WITH KNIFE OR SHARP PICK WITH DIFFICULTY (HEAVY PRESSURE); HEAVY HAMMER BLOW REQUIRED TO BREAK SPECIMEN																		
MODERATELY HARD	CAN BE GROOVED 1/16 INCH DEEP BY KNIFE OR SHARP PICK WITH MODERATE OR HEAVY PRESSURE; CORE OR FRAGMENT BREAKS WITH LIGHT HAMMER BLOW OR HEAVY MANUAL PRESSURE																		
SOFT	CAN BE GROOVED OR GOUGED EASILY BY KNIFE OR SHARP PICK WITH LIGHT PRESSURE, CAN BE SCRATCHED WITH FINGERNAIL; BREAKS WITH LIGHT TO MODERATE MANUAL PRESSURE																		
VERY SOFT	CAN BE READILY INDENTED, GROOVED OR GOUGED WITH FINGERNAIL, OR CARVED WITH KNIFE; BREAKS WITH LIGHT MANUAL PRESSURE																		
<b>TYPICAL BEDROCK WEATHERING</b>																			
MAJOR DIVISIONS	TYPICAL DESCRIPTIONS																		
UNWEATHERED	NO DISCOLORATION, NOT OXIDIZED																		
SLIGHTLY WEATHERED	DISCOLORATION OR OXIDATION IS LIMITED TO SURFACE OF, OR SHORT DISTANCE FROM, FRACTURES; SOME FELDSPAR CRYSTALS ARE DULL																		
MODERATELY WEATHERED	DISCOLORATION OR OXIDATION EXTENDS FROM FRACTURES, USUALLY THROUGHOUT; Fe-Mg MINERALS ARE "RUSTY", FELDSPAR CRYSTALS ARE "CLOUDY"																		
HIGHLY WEATHERED	DISCOLORATION OR OXIDATION THROUGHOUT; FELDSPAR AND Fe-Mg MINERALS ARE ALTERED TO CLAY TO SOME EXTENT, OR CHEMICAL ALTERATION PRODUCES IN SITU DISAGGREGATION																		
DECOMPOSED	DISCOLORATION OR OXIDATION THROUGHOUT, BUT RESISTANT MINERALS SUCH AS QUARTZ MAY BE UNALTERED; FELDSPAR AND Fe-Mg MINERALS ARE COMPLETELY ALTERED TO CLAY																		



LOGGED BY: R. Wagner  
 DRILL RIG: Simco EP 200  
 AUGER TYPE: 6" Solid Stem

PAGE 1 OF 1  
 JOB NO.: 305156-001  
 DATE: 03/06/2017

DEPTH (feet)	USCS CLASS	SYMBOL	<b>Oceano CSD Stormwater Capture            19th Street            Oceano, California</b>  <b>SOIL DESCRIPTION</b>	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0	SP		POORLY GRADED SAND: brown, loose, moist, fine grained (Older Dune Sand)					
1								
2								
3								
4								
5								
5				orange brown				
6								
7								
8								
9								
10								
11				yellow brown				
12								
13								
14								
15		End of Boring @ 15.0' No subsurface water encountered						
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT  
 NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling.  
 Subsurface conditions may differ at other locations and times.



LOGGED BY: R. Wagner  
 DRILL RIG: Mobile B-53 with Automatic Hammer  
 AUGER TYPE: 6" Hollow Stem Auger

PAGE 1 OF 2  
 JOB NO.: 305156-001  
 DATE: 03/03/2017

DEPTH (feet)	USCS CLASS	SYMBOL	Oceano CSD Stormwater Capture 19th Street Oceano, California						
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.	
0	SP		POORLY GRADED SAND: brown, loose, moist (Older Dune Sand)						
1									
2			orange brown	2.0 - 3.5	■			1 2 2	
3									
4					4.0 - 7.0	○		1	
5					5.0 - 6.5	■	100.3	6.3	4 6
6									
7									
8									
9									
10			light yellow brown, medium dense	10.0 - 11.5	■	96.0	15.3	6 9 19	
11									
12									
13									
14									
15	orange brown, very moist	15.0 - 16.5	■			10 20 29			
16									
17									
18									
19									
20	wet	20.0 - 21.5	●			9 12 13			
21									
22									
23									
24									
25	CL		LEAN CLAY: gray brown, soft, very moist (older Alluvium)	25.0 - 26.5	●	-	32.1	0 1 3	
26									

LEGEND: ■ Ring Sample    ○ Grab Sample    □ Shelby Tube Sample    ● SPT  
 NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.





LOGGED BY: R. Wagner  
 DRILL RIG: Mobile B-53 with Automatic Hammer  
 AUGER TYPE: 6" Hollow Stem

PAGE 2 OF 2  
 JOB NO.: 301565-010  
 DATE: 03/03/2017

DEPTH (feet)	USCS CLASS	SYMBOL	Oceano CSD Stormwater Capture 19th Street Oceano, California					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
27	CL		LEAN CLAY: as above					
28								
29								
30				30.0 - 31.5	●			0
31			brown, medium stiff					2
32								3
33								
34	SP		POORLY GRADED SAND: yellow brown, medium dense, moist					
35				35.0 - 36.5	●			6
36								9
37								10
38	SW		WELL GRADED SAND: brown, medium dense, wet, trace gravel					
39								
40				40.0 - 41.5	●			4
41								6
42								6
43								
44	SC		CLAYEY SAND: light gray / orange brown mottled, medium dense, wet, trace gravel					
45				45.0 - 46.5	●			4
46								5
47								7
48								
49	SP		POORLY GRADED SAND: light orange brown, dense, wet, very fine grained					
50				50.0 - 51.5	●			9
51								18
52			End of Boring @ 51.5'					23
53			Subsurface water encountered @ 19.5' and 37.5'					

LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.





LOGGED BY: R. Wagner  
 DRILL RIG: Mobile B-53 with Automatic Hammer  
 AUGER TYPE: 6" Hollow Stem Auger

PAGE 1 OF 1  
 JOB NO.: 305156-001  
 DATE: 03/06/2017

DEPTH (feet)	USCS CLASS	SYMBOL	Oceano CSD Stormwater Capture 19th Street Oceano, California	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
			SOIL DESCRIPTION					
0	SP		POORLY GRADED SAND: brown, loose, moist, fine grained (Older Dune Sand)					
1								
2			2.0 - 3.5	■	95.4	5.7	2 4 6	
3								
4								
5			5.0 - 6.5	■	97.0	4.9	4 6 8	
6					yellow brown			
7								
8								
9								
10			10.0 - 11.5	■	98.2	6.8	3 6 11	
11					medium dense, light yellow brown			
12								
13								
14								
15			15.0 - 16.5	●			7 11 13	
16								
17								
18								
19								
20			20.0 - 21.5	●			7 10 13	
21								
22			End of Boring @ 21.5' No subsurface water encountered					
23								
24								
25								
26								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT  
 NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



LOGGED BY: R. Wagner  
 DRILL RIG: Mobile B-53 with Automatic Hammer  
 AUGER TYPE: 6" Hollow Stem Auger

PAGE 1 OF 1  
 JOB NO.: 305156-001  
 DATE: 06/16/2017

DEPTH (feet)	USCS CLASS	SYMBOL	Oceano CSD Stormwater Capture 19th Street Oceano, California	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
SOIL DESCRIPTION								
0			5" AC OVER 0" AB					
1	SP		POORLY GRADED SAND: brown, loose, moist, fine grained (Older Dune Sand)					
2								
3								
4								
5				5.0 - 6.5	■	96.6	3.8	3 5 7
6			light brown					
7								
8								
9								
10			yellow brown, medium dense	10.0 - 11.5	■	91.9	3.0	4 7 10
11								
12								
13								
14								
15				15.0 - 16.5	●			6 8 9
16								
17			End of Boring @ 16.5'					
18			No subsurface water encountered					
19								
20								
21								
22								
23								
24								
25								
26								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



LOGGED BY: R. Wagner  
 DRILL RIG: Mobile B-53 with Automatic Hammer  
 AUGER TYPE: 6" Hollow Stem Auger

PAGE 1 OF 1  
 JOB NO.: 305156-001  
 DATE: 06/16/2017

DEPTH (feet)	USCS CLASS	SYMBOL	Soil Description	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0			5.75" AC OVER 0" AB					
1	SP		POORLY GRADED SAND: brown, loose, moist, fine grained (Older Dune Sand)	2.0 - 3.5	■	86.7	3.4	2 3 5
5			light brown	5.0 - 6.5	■	94.9	3.7	1 2 4
10			light yellow brown, medium dense	10.0 - 11.5	●			3 5 10
15			very moist	15.0 - 16.5	●			6 12 13
16.5			End of Boring @ 16.5' No subsurface water encountered					

LEGEND: ■ Ring Sample    ○ Grab Sample    □ Shelby Tube Sample    ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.

**APPENDIX B**

Geotechnical Laboratory Results



Oceano CSD Stormwater Control

305156-001

**BULK DENSITY TEST RESULTS**

ASTM D 2937-10 (modified for ring liners)

August 1, 2017

<b>BORING NO.</b>	<b>DEPTH feet</b>	<b>MOISTURE CONTENT, %</b>	<b>WET DENSITY, pcf</b>	<b>DRY DENSITY, pcf</b>
2	6.0 - 6.5	6.3		100.3
2	11.0 - 11.5	15.3	110.7	96.0
2	25.0 - 25.5	32.1	---	---
2	30.0 - 30.5	30.1	---	---
3	3.0 - 3.5	5.7	100.9	95.4
3	6.0 - 6.5	4.9	101.7	97.0
3	11.0 - 11.5	6.8	104.8	98.2
4	6.0 - 6.5	3.8	100.2	96.6
4	11.0 - 11.5	3.0	94.6	91.9
5	3.0 - 3.5	3.4	89.7	86.7
5	6.0 - 6.5	3.7	98.4	94.9



Oceano CSD Stormwater Control

305156-001

### PARTICLE SIZE ANALYSIS

ASTM D 422-63/07

Boring #2 @ 30.0 - 31.5'

August 1, 2017

Lean Clay (CL)

Specific Gravity = 2.70 (assumed)

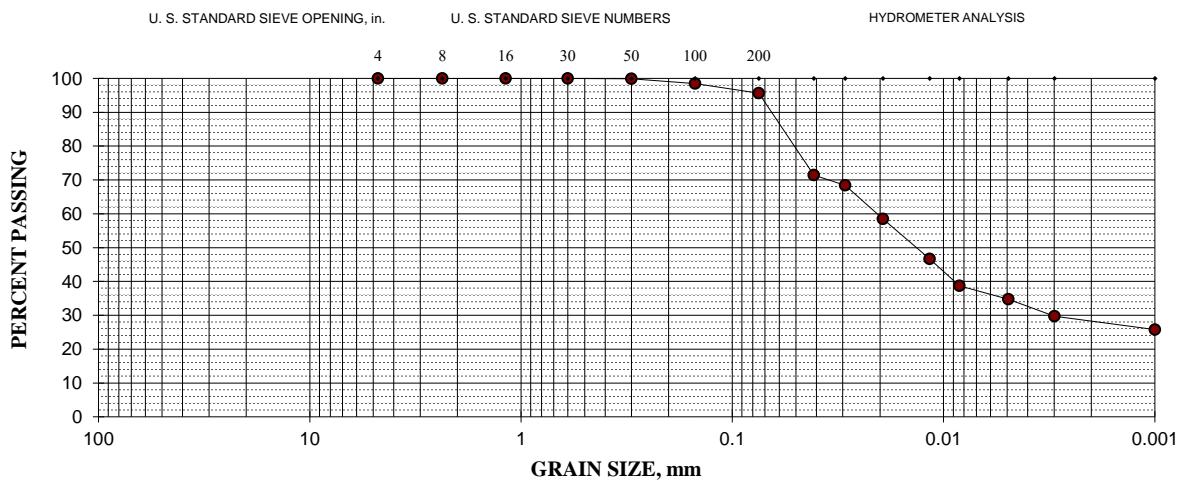
LL = 47; PL = 25; PI = 22

Gravel = 0%; Sand = 4%; Silt = 61%; Clay = 35%

Sieve size	% Retained	% Passing
#4 (4.75-mm)	0	100
#8 (2.36-mm)	0	100
#16 (1.18-mm)	0	100
#30 (600- $\mu$ m)	0	100
#50 (300- $\mu$ m)	0	100
#100 (150- $\mu$ m)	2	98
#200 (75- $\mu$ m)	4	96

### Hydrometer Analysis

41- $\mu$ m	71
29- $\mu$ m	68
19- $\mu$ m	58
12- $\mu$ m	47
8- $\mu$ m	39
4.9- $\mu$ m	35
3.0- $\mu$ m	30
Colloids	26





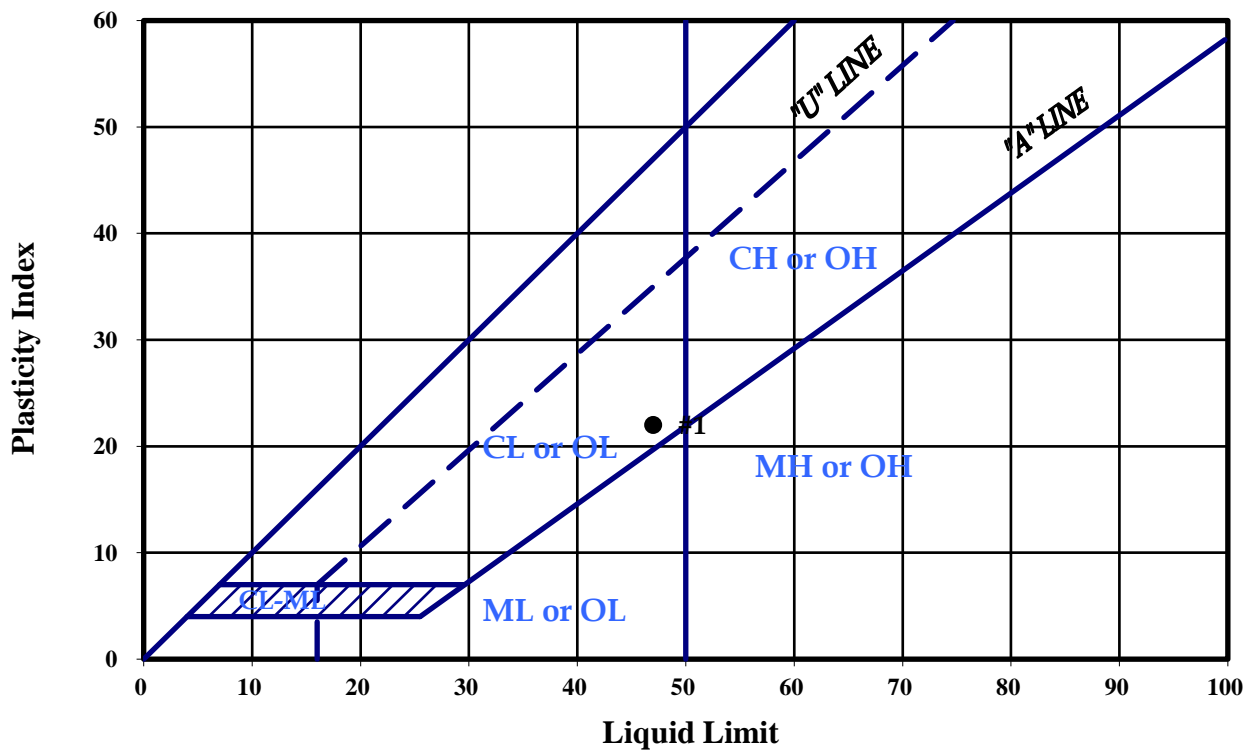
**PLASTICITY INDEX**

ASTM D 4318-10

August 1, 2017

Test No.:	1	2	3	4	5
Boring No.:	2				
Sample Depth:	30.0 - 31.5'				
Liquid Limit:	47				
Plastic Limit:	25				
Plasticity Index:	22				

**Plasticity Chart**





### PARTICLE SIZE ANALYSIS

ASTM D 422-63/07; D 1140-06

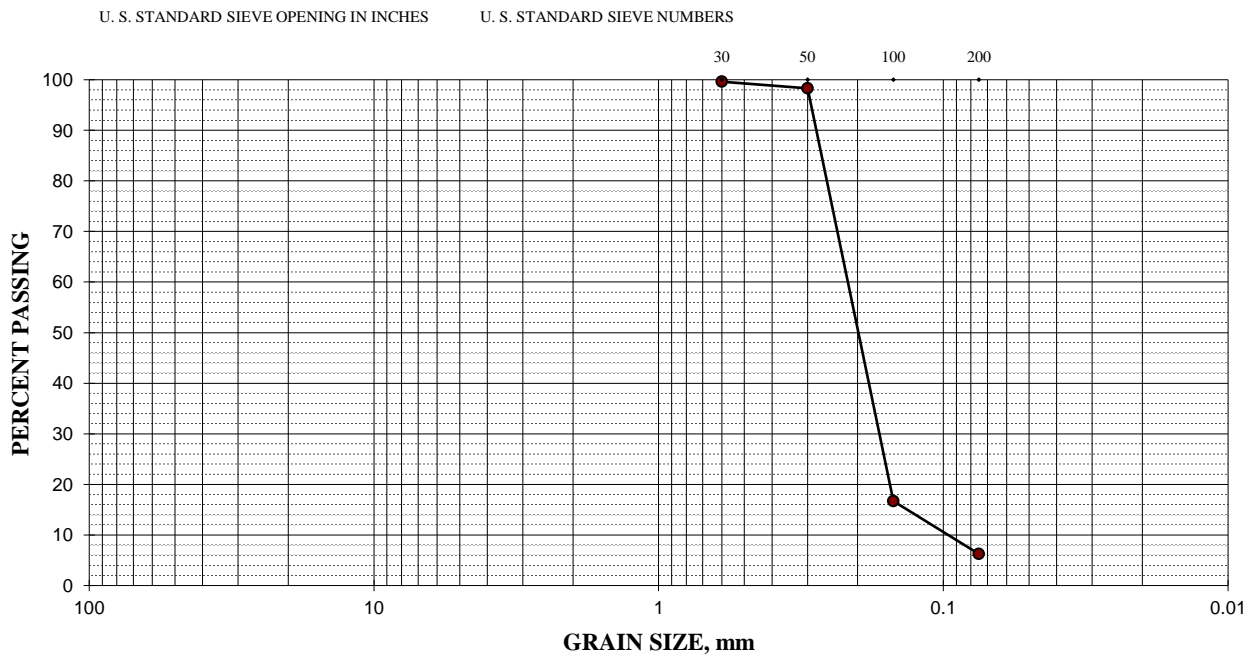
Boring #2 @ 4.0 - 7.0'

August 1, 2017

Poorly Graded Sand (SP)

Cu = 2.3; Cc = 1.4

Sieve size	% Retained	% Passing
#30 (600- $\mu$ m)	0	100
#50 (300- $\mu$ m)	2	98
#100 (150- $\mu$ m)	83	17
#200 (75- $\mu$ m)	94	6







**DIRECT SHEAR**

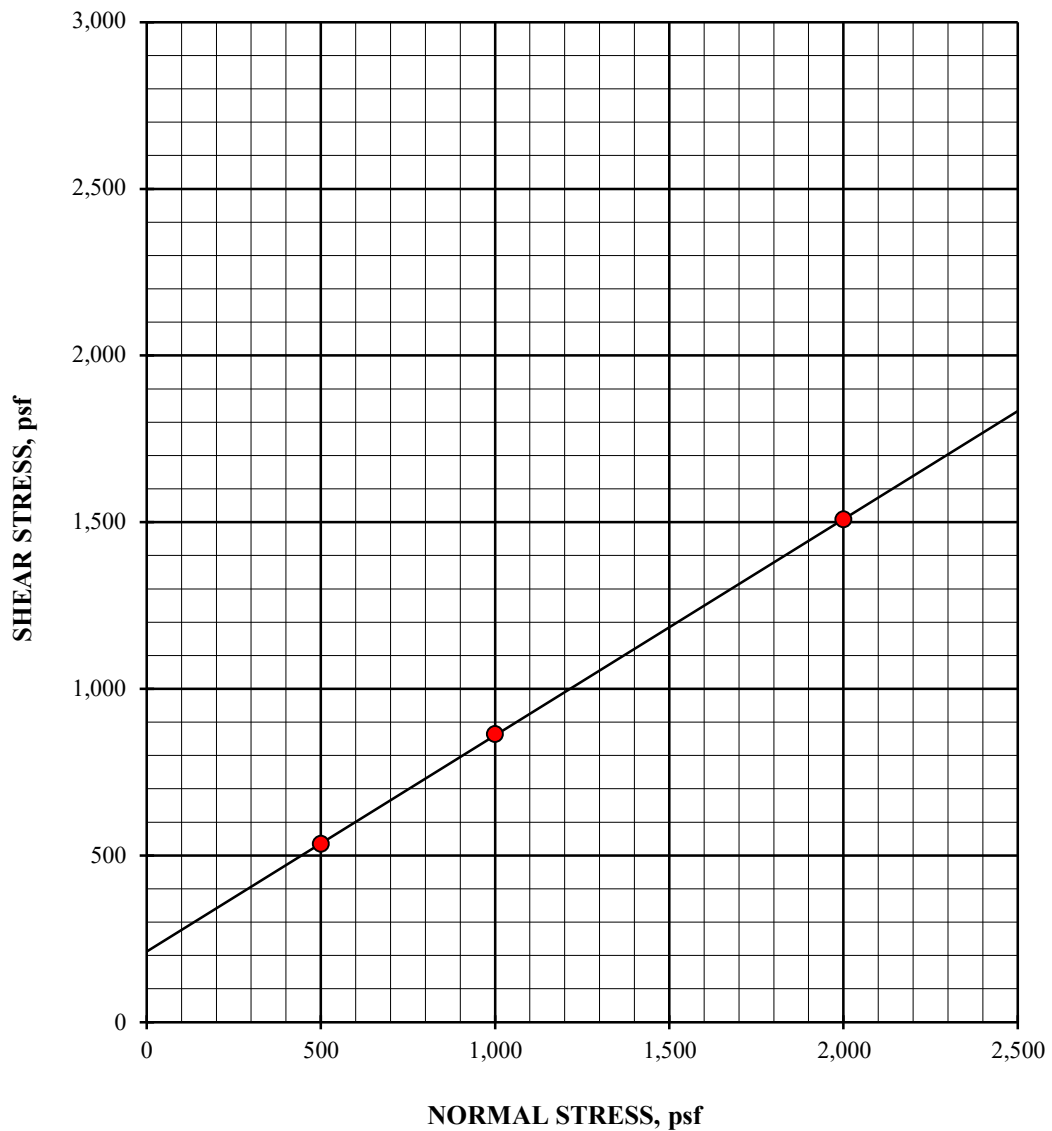
ASTM D 3080/D3080M-11 (modified for consolidated, undrained conditions)

August 1, 2017

Boring #2 @ 4.0 - 7.0'  
Poorly Graded Sand (SP)  
Compacted to 90% RC, saturated

INITIAL DRY DENSITY: 93.5 pcf  
INITIAL MOISTURE CONTENT: 9.2 %  
PEAK SHEAR ANGLE ( $\phi$ ): 33°  
COHESION (C): 213 psf

**SHEAR vs. NORMAL STRESS**





**DIRECT SHEAR** continued

ASTM D 3080/D3080M-11 (modified for consolidated, undrained conditions)

Boring #2 @ 4.0 - 7.0'

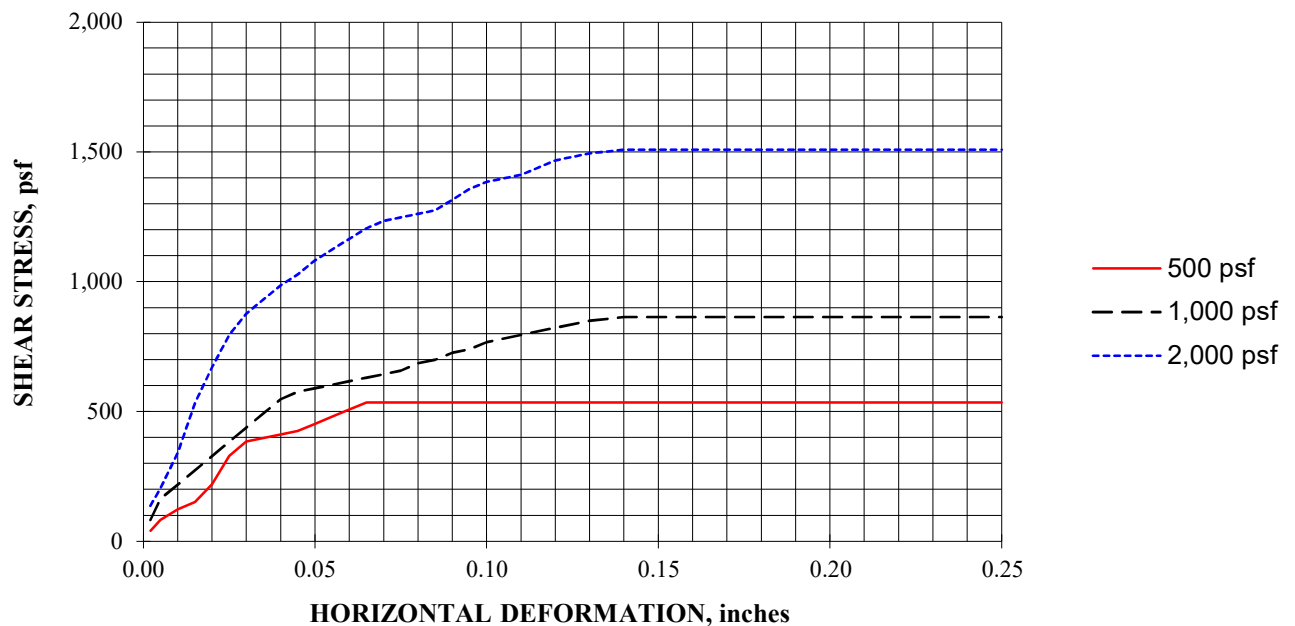
August 1, 2017

Poorly Graded Sand (SP)

Compacted to 90% RC, saturated

SPECIFIC GRAVITY: 2.65 (assumed)

SAMPLE NO.:	1	2	3	AVERAGE
<b>INITIAL</b>				
WATER CONTENT, %	9.2	9.2	9.2	9.2
DRY DENSITY, pcf	93.5	93.5	93.5	93.5
SATURATION, %	31.7	31.7	31.7	31.7
VOID RATIO	0.769	0.769	0.769	0.769
DIAMETER, inches	2.375	2.375	2.375	
HEIGHT, inches	1.00	1.00	1.00	
<b>AT TEST</b>				
WATER CONTENT, %	28.4	28.3	26.8	
DRY DENSITY, pcf	94.4	94.6	97.0	
SATURATION, %	100.0	100.0	100.0	
VOID RATIO	0.751	0.748	0.705	
HEIGHT, inches	0.99	0.99	0.96	





Oceano CSD Stormwater Control

305156-001

### MOISTURE-DENSITY COMPACTION TEST

ASTM D 1557-12 (Modified)

PROCEDURE USED: A

August 1, 2017

PREPARATION METHOD: Moist

Boring #2 @ 4.0 - 7.0'

RAMMER TYPE: Mechanical

Orange Brown Poorly Graded Sand (SP)

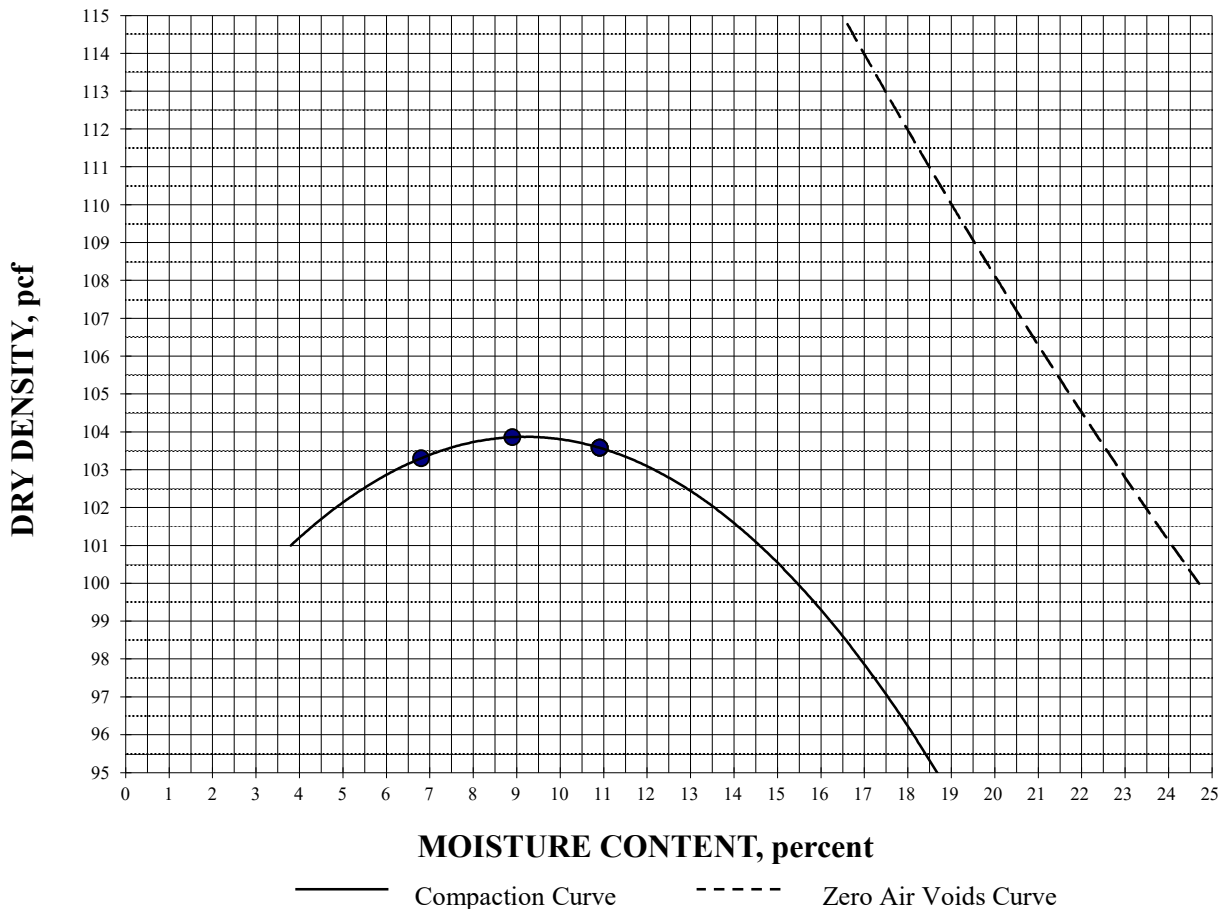
SPECIFIC GRAVITY: 2.65 (assumed)

#### SIEVE DATA:

Sieve Size	% Retained (Cumulative)
3/4"	0
3/8"	0
#4	0

**MAXIMUM DRY DENSITY: 103.9 pcf**

**OPTIMUM MOISTURE: 9.2%**



**APPENDIX C**

Infiltration Test Results



PROJECT: Oceano CSD Stormwater Control

305156-001

**INFILTRATION TEST RESULTS****INFILTRATION TEST: A****DATE DRILLED: 3/3/2017****TEST HOLE DIAMETER: 6 inches****DATE TESTED: 3/3/2017****TEST HOLE DEPTH: 3.3 feet****TECHNICIAN: RW****TEST DURATION: 65 minutes****CONSTANT HEAD DATA****Time of Constant Head: 30 minutes****Volume Added During Constant Head: 75 gallons****FALLING HEAD DATA**

<b>INTERVAL (Minutes)</b>	<b>READING (Inches)</b>	<b>INCREMENTAL FALL (Inches)</b>	<b>INFILTRATION RATE (Minutes / Inch)</b>	<b>INFILTRATION RATE (Inches / Hour)</b>
Begin	6.00	---	---	---
2.0	32.00	26.00	0.08	780.0
2.0	38.50	6.50	0.31	195.0
2.0	39.75	1.25	1.60	37.5
Begin	6.50	---	---	---
2.0	28.00	21.50	0.09	645.0
2.0	36.00	8.00	0.25	240.0
2.0	38.00	2.00	1.00	60.0
2.0	39.75	1.75	1.14	52.5
Begin	5.00	---	---	---
2.0	25.00	20.00	0.10	600.0
2.0	32.50	7.50	0.27	225.0
2.0	37.00	4.50	0.44	135.0
2.0	39.00	2.00	1.00	60.0
2.0	39.75	0.75	2.67	22.5
Begin	9.00	---	---	---
2.0	24.75	15.75	0.13	472.5
2.0	31.00	6.25	0.32	187.5
2.0	35.00	4.00	0.50	120.0
2.0	37.25	2.25	0.89	67.5
3.0	39.75	2.50	1.20	50.0



PROJECT: Oceano CSD Stormwater Control

305156-001

**INFILTRATION TEST RESULTS****INFILTRATION TEST: B****DATE DRILLED: 3/3/2017****TEST HOLE DIAMETER: 6 inches****DATE TESTED: 3/3/2017****TEST HOLE DEPTH: 3.5 feet****TECHNICIAN: RW****TEST DURATION: 57 minutes****CONSTANT HEAD DATA****Time of Constant Head: 30 minutes****Volume Added During Constant Head: 47.9 gallons****FALLING HEAD DATA**

<b>INTERVAL (Minutes)</b>	<b>READING (Inches)</b>	<b>INCREMENTAL FALL (Inches)</b>	<b>INFILTRATION RATE (Minutes / Inch)</b>	<b>INFILTRATION RATE (Inches / Hour)</b>
Begin	4.00	---	---	---
2.0	35.00	31.00	0.06	930.0
2.0	40.50	5.50	0.36	165.0
1.0	42.00	1.50	0.67	90.0
Begin	3.50	---	---	---
2.0	32.00	28.50	0.07	855.0
2.0	37.50	5.50	0.36	165.0
2.0	41.50	4.00	0.50	120.0
Begin	3.00	---	---	---
2.0	29.50	26.50	0.08	795.0
2.0	35.50	6.00	0.33	180.0
2.0	39.75	4.25	0.47	127.5
1.0	41.00	1.25	0.80	75.0
Begin	3.50	---	---	---
2.0	29.00	25.50	0.08	765.0
2.0	34.25	5.25	0.38	157.5
2.0	38.25	4.00	0.50	120.0
2.0	40.75	2.50	0.80	75.0
1.0	41.25	0.50	2.00	30.0



PROJECT: Oceano CSD Stormwater Control

305156-001

**INFILTRATION TEST RESULTS****INFILTRATION TEST: C****DATE DRILLED: 3/3/2017****TEST HOLE DIAMETER: 6 inches****DATE TESTED: 3/3/2017****TEST HOLE DEPTH: 3.2 feet****TECHNICIAN: RW****TEST DURATION: 53 minutes****CONSTANT HEAD DATA****Time of Constant Head: 30 minutes****Volume Added During Constant Head: 36.9 gallons****FALLING HEAD DATA**

<b>INTERVAL (Minutes)</b>	<b>READING (Inches)</b>	<b>INCREMENTAL FALL (Inches)</b>	<b>INFILTRATION RATE (Minutes / Inch)</b>	<b>INFILTRATION RATE (Inches / Hour)</b>
Begin	3.00	---	---	---
2.0	26.75	23.75	0.08	712.5
2.0	34.50	7.75	0.26	232.5
2.0	37.25	2.75	0.73	82.5
Begin	3.00	---	---	---
2.0	19.75	16.75	0.12	502.5
2.0	29.25	9.50	0.21	285.0
2.0	34.75	5.50	0.36	165.0
1.0	36.50	1.75	0.57	105.0
Begin	3.00	---	---	---
2.0	17.25	14.25	0.14	427.5
2.0	26.25	9.00	0.22	270.0
2.0	32.50	6.25	0.32	187.5
2.0	35.50	3.00	0.67	90.0
2.0	37.50	2.00	1.00	60.0



PROJECT: Oceano CSD Stormwater Control

305156-001

**INFILTRATION TEST RESULTS****INFILTRATION TEST: D****DATE DRILLED: 3/3/2017****TEST HOLE DIAMETER: 6 inches****DATE TESTED: 3/3/2017****TEST HOLE DEPTH: 4.0 feet****TECHNICIAN: RW****TEST DURATION: 55 minutes****CONSTANT HEAD DATA****Time of Constant Head: 30 minutes****Volume Added During Constant Head: 50.1 gallons****FALLING HEAD DATA**

<b>INTERVAL (Minutes)</b>	<b>READING (Inches)</b>	<b>INCREMENTAL FALL (Inches)</b>	<b>INFILTRATION RATE (Minutes / Inch)</b>	<b>INFILTRATION RATE (Inches / Hour)</b>
Begin	3.00	---	---	---
2.0	33.00	30.00	0.07	900.0
2.0	40.50	7.50	0.27	225.0
2.0	46.00	5.50	0.36	165.0
1.0	47.50	1.50	0.67	90.0
Begin	3.00	---	---	---
2.0	38.00	35.00	0.06	1050.0
2.0	43.25	5.25	0.38	157.5
2.0	46.25	3.00	0.67	90.0
2.0	47.25	1.00	2.00	30.0
Begin	3.00	---	---	---
2.0	30.25	27.25	0.07	817.5
2.0	41.50	11.25	0.18	337.5
2.0	43.75	2.25	0.89	67.5
2.0	46.50	2.75	0.73	82.5
2.0	47.50	1.00	2.00	30.0





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STORM WATER  
GRANT

AGREEMENT NO. D2112146

by and between

OCEANO COMMUNITY SERVICES DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

STORMWATER CAPTURE AND GROUNDWATER RECHARGE PROJECT

---

Section 79747 of the Water Code, and Resolution No. 2019-0059.

PROJECT FUNDING AMOUNT: \$2,450,733

MATCH CONTRIBUTION: \$129,357

ESTIMATED REASONABLE PROJECT COST: \$2,580,090

ELIGIBLE WORK START DATE: OCTOBER 1, 2021

WORK COMPLETION DATE: FEBRUARY 29, 2024

FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024

RECORDS RETENTION END DATE: FEBRUARY 29, 2060

---

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – FUNDING TERMS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
  
2. Party Contacts during the term of this Agreement are:

State Water Board		Oceano Community Services District	
Section:	Division of Financial Assistance		
Name:	Bridgette Holliday, Project Manager	Name:	Will Clemens, General Manager
Address:	1001 I Street, 17 <sup>th</sup> Floor	Address:	PO Box 599
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Oceano, CA 93475
Phone:	(916) 341-5701	Phone:	(805) 481-6730
Email:	Bridgette.Holliday@waterboards.ca.gov	Email:	will@oceanocsd.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

3. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
  
4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present

or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

OCEANO COMMUNITY SERVICES  
DISTRICT

STATE WATER RESOURCES CONTROL  
BOARD

By:



Name: Will Clemens  
Title: General Manager

Date:

4/11/22

By:



Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date:

4/20/2022

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

## A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least twenty (20) years. The funding under this Agreement shall be used for the purpose of constructing a low impact development storm water runoff management system utilizing a variety of best management practices along local streets and a subsurface infiltration gallery located beneath a playing field to reduce nuisance flooding, support sustainable groundwater supply within the Santa Maria River Valley Groundwater Basin, and reduce pollutant loading into the impaired Arroyo Grande Creek.

## A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management
  - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
  - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
  - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
  - 1.4 Conduct periodic and final site visits with the Project Manager.
  - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
  - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).
  - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project

Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

- 2.3 Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

### 3. Environmental Compliance and Permitting

Project Funds for construction/implementation will not be disbursed until California Environmental Quality Act (CEQA) documents, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
  - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.
  - 3.1.2 Submit the final CEQA document to the Project Manager.
  - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that construction/implementation may proceed. The State Water Board may deem construction/implementation costs incurred prior to obtaining such confirmation ineligible for reimbursement.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

### 4. Planning, Design, and Engineering

- 4.1 Prepare a Design Report that includes a geotechnical analysis and hydrology study to support the design plans and specifications, and submit to the Project Manager for comment.

- 4.2 Prepare the one hundred percent (100%) design plans and specifications with a summary describing: any changes that may affect the Project quantities and benefits listed in this item and final secured-match sources and amounts that will satisfy Match Contribution, and submit to the Project Manager for approval. The Project shall capture, treat, and/or infiltrate storm water and dry weather runoff collected from a minimum of seventeen (17) acres of drainage area. The Project shall be designed to manage a minimum of seven (7) acre-feet per year of runoff using the following approaches:
  - 4.2.1 Install a minimum of sixty (60) linear feet of storm drain and a minimum of one (1) manhole to convey stormwater to the subsurface infiltration gallery in Item 4.2.2.
  - 4.2.2 Install a subsurface infiltration gallery at Oceano Elementary School with a minimum design storage capacity of nineteen thousand six hundred (19,600) cubic feet.
  - 4.2.3 Install a minimum of five hundred (500) linear feet of curb and gutter with curb-cuts.
  - 4.2.4 Construct a minimum of one thousand nine hundred (1,900) square feet of bioretention area.
  - 4.2.5 Replace a minimum of seven thousand one hundred (7,100) square feet of impervious surfaces with pervious pavement and/or landscaping.
  - 4.2.6 Install a minimum of thirty-two (32) street trees.
- 4.3 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.
- 4.4 Comply with the Department of General Services, Division of State Architect (DSA) process for design plan approval, if required.
  - 4.4.1 Submit design plans and specification approved in Item 4.2 to DSA for approval, or;
  - 4.4.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Project Manager.
- 4.5 Submit proof of design plan approval received from DSA, if required, including comments or changes, electronically to the Project Manager prior to preparing the bid documents in Item 4.3.

## 5. Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.2 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.
- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.
- 5.6 Prepare a memorandum of understanding and/or agreements that are required to Operate and Maintain the Project.
  - 5.6.1 Submit the draft memorandum of understanding and/or agreements to the Project Manager for comment.
  - 5.6.2 Submit the executed (final) memorandum of understanding and/or agreements to the Project Manager.

## 6. Stakeholder Outreach

- 6.1 Conduct outreach meetings/tours/activities, prepare website content, and distribute mailers to inform the public of the purpose of the Project; Project construction activities, timelines, and associated closures and long-term maintenance of the Project.
  - 6.1.1 Submit outreach materials, website links, and photo documentation to the Project Manager.
- 6.2 Install interpretive educational element(s) describing the benefits of the Project.
  - 6.2.1 Submit draft design of interpretive element(s) to the Project Manager for comment prior to installation.



6.2.2 Submit photo documentation of the installed element(s) to the Project Manager.

A.3 PROGRESS REPORTS.

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

A.4 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.5 FINAL REPORTS.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
- (1) Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.
  - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov>).
  - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy in pdf format to the FAAST system.

- (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.
- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

#### A.6 SIGNAGE.

The Recipient must place a professionally prepared sign at least three (3) feet tall by five (5) feet wide made of ¾-inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

## A.7 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As Needed
1.3	Detailed Project Schedule	90 Days After Execution	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information		30 Days After Execution
2.2	Project Assessment and Evaluation Plan		30 Days After Execution
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		Complete
3.1.2	Final CEQA	30 Days After Execution	
3.2	List and Signed Approvals, Entitlements and Permits	Complete	
4.	Planning, Design, and Engineering		
4.1	Design Report		May 2022
4.2	100% Plans and Specifications and Summary	June 30, 2022	
4.3	Advertised Bid Documents and Bid Summary		February 2023
4.4.2	DSA Exemption (if applicable)		Prior to Bid
4.5	DSA Approval (if applicable)		Prior to Bid
5.	Construction and Implementation		

## Exhibit A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.1	Notice(s) to Proceed	April 30, 2023	
5.3	Proposed Changes During Construction		As Needed
5.4	As-Built Drawings and Summary of Changes	December 31, 2023	
5.5	Operations and Maintenance Plan		December 2023
5.6.1	Draft Memorandum of Understanding and/or Agreement(s)		August 2022
5.6.2	Final Memorandum of Understanding and/or Agreement(s)	January 31, 2023	
6.	Stakeholder Outreach		
6.1.1	Outreach Materials, Website Links, and Photo Documentation		December 2023
6.2.1	Draft Design of Interpretive Element(s)		October 2023
6.2.2	Photo Documentation of Installed Interpretive Element(s)		December 2023
REPORTS			
A.3	Progress Reports	Quarterly	
A.4	As Needed Reports		As Needed
A.5	Final Reports		
A.5(a)(1)	Draft Final Project Report	December 31, 2023	
A.5(a)(2)	Final Project Report	January 31, 2024	
A.5(a)(3)	Final Project Summary	Before Work Completion Date	
A.5(a)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING TERMS			
B.6(e)	Reimbursement Requests	Quarterly	
B.6(i)	Final Reimbursement Request	March 31, 2024	
EXHIBIT D – SPECIAL CONDITIONS			
D.1	Agreements with Entities	Prior to Reimbursement	

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

## EXHIBIT B – FUNDING TERMS

### B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

### B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.

This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Contribution.

Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Contribution.

If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

### B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

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**B.4 BUDGET COSTS.**

Budget costs are contained in the summary Project Cost table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$92,145	\$27,855	\$120,000
Planning/Design/Engineering/Environmental	\$285,000	\$0	\$285,000
Construction/Implementation	\$2,043,573	\$100,722	\$2,144,295
Monitoring/Performance	\$22,680	\$0	\$22,680
Education/Outreach	\$7,335	\$780	\$8,115
<b>TOTAL</b>	<b>\$2,450,733</b>	<b>\$129,357</b>	<b>\$2,580,090</b>

\*Match reduced. The Project benefits a disadvantaged community.

Project Funds for construction/implementation will not be disbursed until CEQA documents, permitting, access negotiations, operation and maintenance agreements, and other required approvals are complete.

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

**B.5 LINE ITEM ADJUSTMENTS.**

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to A.2 Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and

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rates must be approved, in advance and in writing, by the Project Manager.

- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

#### B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests must contain the following information:
  - (1) The date of the request;
  - (2) The time period covered by the request, i.e., the term "from" and "to";
  - (3) The total amount requested;
  - (4) Documentation of Match Contribution used;
  - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures of the Recipient's Project Director or his/her designee; and
  - (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved

#### Exhibit B

procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient are not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return

#### Exhibit B



such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

- (i) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

#### B.7 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

#### B.8 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any

Exhibit B

remaining balance will be disencumbered and unavailable for further use under the Agreement.

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EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at

[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html).

Exhibit C

## EXHIBIT D – SPECIAL CONDITIONS

## D.1 PROGRAMMATIC CONDITIONS

As condition precedent to construction/implementation disbursements, the Recipient must submit draft and final agreement(s) with all entities that will either construct, own, or maintain a portion(s) of the Project or Project property, including but not limited to the documents concerning rights of way for land not owned by the Recipient and the memorandum of understanding and/or agreements required to Operate and Maintain the Project, satisfactory to the Division and Division's counsel, defining the rights and responsibilities of each party. All such agreements must be recorded with the local county recorder's office and submitted to the Project Manager.

## D.2 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - b) Failure to operate the Project, unless the Division has given its approval for such non-operation;
- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2," in effect as of the execution date of this Agreement.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient

Exhibit D

organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- “Match Contribution” means funds provided by the Recipient towards the Project Costs incurred after the Eligible Work Start Date. Funds spent on ineligible Project Costs do not constitute Match Contribution.
- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- “Recipient” means Oceano Community Services District.
- “Useful Life” means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

### D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence

### Exhibit D

and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

#### Exhibit D

#### D.4 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### D.5 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### D.6 [RESERVED]

#### D.7 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.8 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

#### D.9 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for

Exhibit D



(i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

#### D.10 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

#### D.11 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division

### Exhibit D



has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
  - (3) Loss, theft, damage, or impairment to the Project;
  - (4) Events of Default, except as otherwise set forth in this section;
  - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
  - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
  - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
  - (2) Consideration of dissolution, or disincorporation;
  - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
  - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:

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- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (7) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) The award of the prime construction contract for the Project and initiation of construction of the Project; and
- (9) Work Completion, and actual Project Completion.

#### D.12 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds

#### Exhibit D

may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

#### D.13 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### D.14 STATE PROGRAM REQUIREMENTS.

- Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contributions shall not be used to acquire land via eminent domain.
- Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- Sustainable Groundwater Management Act (SGMA) Compliance (Wat. Code, § 10720-10737.8). To the extent required under SGMA, the Recipient shall comply with the following:
  - If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation

#### Exhibit D

Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to the Department of Water Resources (Wat. Code, § 10735.2 (a)(1)).

- If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
- If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

#### D.15 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

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- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

#### D.16 RUSSIAN SANCTIONS

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth

#### Exhibit D

in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

Exhibit D

# **EXHIBIT E**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**PLANS AND DRAWINGS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**















**NOTES:**

- EXPANSION JOINTS (EJ) SHALL BE PLACED AT CURB RETURNS, DRIVEWAYS, STORM DRAIN CATCH BASINS, AROUND UTILITY POLES, AT LONGITUDINAL CURB GUTTER AND SIDEWALK INTERVALS NOT TO EXCEED 36 FEET, AND AT ALL OTHER LOCATIONS AS DIRECTED BY THE DEPARTMENT. THE INTERVALS BETWEEN EXPANSION JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS AS APPLICABLE.
- WEAKENED PLANE JOINTS (WPJ) SHALL BE A MINIMUM 1-INCH IN DEPTH AND PLACED AT LONGITUDINAL CURB GUTTER AND SIDEWALK INTERVALS NOT EXCEEDING 6 FEET BETWEEN EXPANSION JOINTS. THE INTERVALS BETWEEN WEAKENED PLANE JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS AS APPLICABLE.
- 1/2" x 18" SMOOTH GREASED DOWELS SHALL BE PLACED AT ALL EXPANSION JOINTS, ONE IN THE NEW CURB FACE, ONE IN THE NEW GUTTER, AND AT 18-INCHES ON CENTER IN NEW SIDEWALK.
- WHEN PLACED IN SIDEWALKS, BOTH EXPANSION JOINTS AND WEAKENED PLANE JOINTS SHALL EXTEND THROUGH THE ADJACENT CURB AND GUTTER.
- REFER TO RESPECTIVE IMPROVEMENT (CURB, GUTTER, SIDEWALK, RAMP, DRIVEWAY, ETC) STANDARD DRAWING FOR ADDITIONAL CONSTRUCTION INFORMATION.

SEE RESPECTIVE DRIVEWAY DRAWINGS FOR LOCATIONS OF EJS AND WPJS

REFER TO DRAWING R-4 FOR REPAIR OF EXISTING SIDEWALKS

EXPANSION JOINT FELT SHALL BE FLUSH WITH THE TOP OF FINISHED SURFACE.

1/2" x 18" SMOOTH GREASED DOWEL

WEAKENED PLANE JOINT

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**CONCRETE FLATWORK  
CONTRACTION & CONTROL JOINTS**

Issued: June 2019  
Revised: N/A  
Scale: 1"=20'  
Revision No: N/A  
Drawing No: C-1

**TYPE "A" CONCRETE CURB & GUTTER**

**NOTES:**

- ROADWAY STRUCTURAL SECTION PER PLAN OR AS EXISTING.
- CONCRETE CURB SHALL CONFORM TO STATE STANDARD SPECIFICATIONS, 520 LBS CEMENTITIOUS MATERIAL PER CUBIC YARD (5-1/2 BAGS). EXTRUDED CURB SHALL CONFORM TO STATE STANDARD SPECIFICATIONS. CONCRETE CURING SHALL BE BY PROMOTED CURING COMPOUND METHOD USING WHITE PIGMENT TYPE.
- 6" MINIMUM CLASS II AGGREGATE BASE TO 95% RELATIVE COMPACTION OR MATCH BASE THICKNESS REQUIREMENT FOR NEW OR EXISTING ROAD SECTION, WHICHEVER IS GREATEST.
- 12" MINIMUM SUBGRADE TO 95% RELATIVE COMPACTION.
- SUBGRADE AND AGGREGATE BASE COMPACTION REQUIREMENTS SHALL EXTEND TO THE BACK OF CURB OR TO THE BACK OF ATTACHED SIDEWALK (WHICHEVER CONDITION IS APPLICABLE).
- GUTTER CROSS SLOPE SHALL NOT EXCEED 5% ACROSS CURB RAMPS PER DETAIL BELOW.
- THE ROADWAY FINISHED SURFACE SHALL BE 1/4" ABOVE THE GUTTER LIP.
- PAVEMENT WIDTH MEASURED FROM ROAD CENTERLINE TO THIS POINT.
- 1/2" x 18" LONG GREASED SMOOTH DOWELS (■) SHALL BE CONSTRUCTED AT ALL EXPANSION JOINTS AND CONSTRUCTION JOINTS. REFER TO STANDARD DRAWING C-1.
- EXPANSION JOINTS SHALL BE CONSTRUCTED AT 36-FEET MAXIMUM INTERVALS. AT ENDS OF ALL CURB RETURNS, AND EACH SIDE OF DRIVEWAY DEPRESSIONS PER STANDARD DRAWING C-1. THE INTERVALS BETWEEN EXPANSION JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS ADJACENT EXISTING IMPROVEMENTS WHEN APPLICABLE.
- WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FEET MAXIMUM INTERVALS PER STANDARD DRAWING C-1. THE INTERVALS BETWEEN EXPANSION JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS ADJACENT EXISTING IMPROVEMENTS WHEN APPLICABLE.
- UNDER NO CIRCUMSTANCES SHALL UTILITY LIDS AND CONCRETE COLLARS BE LOCATED WITHIN THE CURB & GUTTER.

**NOTES:**

- GUTTER CROSS SLOPE = 1/4" IN 18' = 6.9%
- GUTTER CROSS SLOPE TRANSITION ZONE (VARIES)
- CURB CROSS SLOPE = 7/8" IN 18' = 4.3% (5% MAX) LONGITUDINAL SLOPE = 2% MAX

TYPICAL GUTTER TRANSITION AT CURB RAMP

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**CONCRETE FLATWORK  
TYPE "A" CURB & GUTTER**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: C-2

**TYPE "C" CONCRETE CURB**

**NOTES:**

- ROADWAY STRUCTURAL SECTION PER PLAN OR AS EXISTING.
- CONCRETE CURB SHALL CONFORM TO STATE STANDARD SPECIFICATIONS, 520 LBS CEMENTITIOUS MATERIAL PER CUBIC YARD (5-1/2 BAGS). EXTRUDED CURB SHALL CONFORM TO STATE STANDARD SPECIFICATIONS. CONCRETE CURING SHALL BE BY PROMOTED CURING COMPOUND METHOD USING WHITE PIGMENT TYPE.
- 6" MINIMUM CLASS II AGGREGATE BASE TO 95% RELATIVE COMPACTION OR MATCH BASE THICKNESS REQUIREMENT FOR NEW OR EXISTING ROAD SECTION, WHICHEVER IS GREATEST.
- 12" MINIMUM SUBGRADE TO 95% RELATIVE COMPACTION.
- SUBGRADE AND AGGREGATE BASE COMPACTION REQUIREMENTS SHALL EXTEND TO THE BACK OF CURB OR TO THE BACK OF ATTACHED SIDEWALK (WHICHEVER CONDITION IS APPLICABLE).
- GUTTER CROSS SLOPE SHALL NOT EXCEED 5% ACROSS CURB RAMPS PER DETAIL BELOW.
- THE ROADWAY FINISHED SURFACE SHALL BE 1/4" ABOVE THE GUTTER LIP.
- PAVEMENT WIDTH MEASURED FROM ROAD CENTERLINE TO THIS POINT.
- 1/2" x 18" LONG GREASED SMOOTH DOWELS (■) SHALL BE CONSTRUCTED AT ALL EXPANSION JOINTS PER STANDARD DRAWING C-1.
- EXPANSION JOINTS SHALL BE CONSTRUCTED AT 36-FEET MAXIMUM INTERVALS. AT ENDS OF ALL CURB RETURNS, AND EACH SIDE OF DRIVEWAY DEPRESSIONS, THE INTERVALS BETWEEN EXPANSION JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS ADJACENT EXISTING IMPROVEMENTS WHEN APPLICABLE PER STANDARD DRAWING C-1.
- WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FEET MAXIMUM INTERVALS PER STANDARD DRAWING C-1. THE INTERVALS BETWEEN EXPANSION JOINTS SHALL VARY TO ALLOW MATCHING OF JOINTS ADJACENT EXISTING IMPROVEMENTS WHEN APPLICABLE.
- UNDER NO CIRCUMSTANCES SHALL UTILITY LIDS AND CONCRETE COLLARS BE LOCATED WITHIN THE TOP OF CURB.

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**CONCRETE FLATWORK  
TYPE "C" CURB**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: C-3

**FACE ANGLE ANCHOR**

**WING TRANSITION PLAN**

**TYPICAL FRAME**

**SECTION A-A**

**PLAN**

**PLAN MODIFIED 6" WIDTH**

**NOTES:**

- REINFORCING STEEL SHALL BE #4 BARS AT 18" O.C. PLACED 1-1/2" CLEAR TO INSIDE OF BOX UNLESS OTHERWISE NOTED. BASIN FLOORS SHALL HAVE WOOD FLOAT FINISH AND A MINIMUM SLOPE OF 1/20" FROM ALL DIRECTIONS TOWARDS GUTTER PIPE. CONCRETE SHALL BE 500 LB/CY CEMENTITIOUS MATERIAL, 8" SACK PER STATE STANDARD SPECIFICATIONS.
- FACE ANGLE SHALL EXTEND FULL WIDTH OF BOX.
- SMOOTH GROUT INSIDE AND OUTSIDE OF PIPE JUNCTION TO FORM A WATER-TIGHT SEAL.
- FRAME SHALL BE OPIPPED IN COMMERCIAL QUALITY ASPHALTUM PAINT OR GALVANIZED.
- IN ALL CASES 2" LONG CONCRETE WINGS SHALL BE CONSTRUCTED EITHER SIDE OF THE INLET.
- GRATE SHALL BE BICYCLE PROOF AND CONFORM TO STATE STANDARD SPECIFICATIONS.
- THE DEPARTMENT MAY REQUIRE CURB AND/OR SEDIMENTATION CONTROL DEVICES BE PROVIDED.
- PRECAST INLETS MEETING THESE SAME REQUIREMENTS MAY BE SUBSTITUTED AT THE APPROVAL OF THE DEPARTMENT.
- THE CATCH BASIN TOP AND GRATE SHALL BE CONSTRUCTED TO MATCH THE LONGITUDINAL SLOPE OF THE ADJACENT ROADWAY.
- INSTALL STORM DRAIN MARKER PER M-6.
- PLACE A 3/4" PLAN ROUND PROTECTION BAR 1/2" HEIGHT AND HORIZONTALLY ACROSS THE LENGTH OF THE OPENINGS. BEAD BACK 4" INTO THE INLET WALL ON EACH SIDE.

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**DRAINAGE & FLOOD CONTROL  
URBAN CATCH BASIN**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: D-2

**SECTION A-A**

**SECTION B-B**

**PLAN**

**NOTES:**

- MANHOLE COVER AND FRAME SHALL HAVE A MINIMUM 24" x 24" OPENING AND CONFORM TO HS-20 TRAFFIC LOADING. LID SHALL HAVE AN OPEN PICK-UP AND BE LETTERED "STORM DRAIN".
- COLLAR SHALL BE PORTLAND CEMENT CONCRETE, TROWELLED TO STREET GRADE, AND ALLOWED TO CURE 48 HOURS PRIOR TO FULL TRAFFIC USE.
- PROVIDE ADJUSTING RINGS AS NEEDED. GROUT ON THE INSIDE. PROVIDE HYDRAULIC CEMENT GROUT BETWEEN MANHOLE FRAME AND TOP RING SHALL BE PER APPENDIX C-3.
- PRECAST SHAFT(S) AND CONCENTRIC CONE SHALL MEET ASTM C-478 817 FOR CLASS 2 REINFORCED CONCRETE PIPE, OR AS APPROVED BY THE DEPARTMENT.
- JOINTS SHALL BE WATER-TIGHT, SET WITH BUTYL RUBBER SEALANT (PLURIBOND OR EQUAL).
- CONCRETE MANHOLE BASE SHALL CONFORM TO STATE STANDARD SPECIFICATIONS, 500 LB/CY CEMENTITIOUS MATERIAL, 8" SACK, AND REST UPON UNDISTURBED MATERIAL. BOTTOM SHAFT SHALL BE WET-SET OR SET IN FORMED GROOVE. PRECAST BASES MAY BE USED WITH PRIOR APPROVAL OF THE DEPARTMENT AND SHALL MEET ASTM C-478 617.
- PIPE SHALL BE LAD THROUGH MANHOLE, AND TOP PORTION REMOVED AFTER BASE IS POURED. TROUGH SHALL HAVE STEEL-TROWEL FINISH, VERTICAL SIDES, ROUNDED CORNERS, TOP SURFACE SHALL HAVE 1-INCH PER 12-INCH SLOPE TOWARD TROUGH.
- EQUALIZERS PRECAST BASE SHALL BE ALLOWED.
- UNDER NO CIRCUMSTANCES SHALL UTILITY LIDS AND CONCRETE COLLARS BE LOCATED WITHIN CURBS, GUTTERS, SIDEWALKS, DRIVEWAY APPROXS, CURB RAMPS, OR CROSS GUTTERS.
- LOCKING LIDS MAY BE REQUIRED BY THE DEPARTMENT.

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**DRAINAGE & FLOOD CONTROL  
MANHOLE FOR PIPE DIA. 18" TO 36"**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: D-3

**PLAN VIEW**

**SECTION A-A**

**CINCH-TIE DETAIL**

**NOTES:**

- ENCROACHMENT PERMIT SHALL BE REQUIRED FOR ALL PLANTINGS WITHIN THE PUBLIC RIGHT OF WAY. THE PERMIT SHALL DEFINE RESPONSIBILITY FOR MAINTENANCE AND REMOVAL IF REQUIRED.
- TREES SHALL BE SPACED A MIN OF 25' APART AS DIRECTED BY ENCROACHMENT PERMIT. TREES SHALL BE AT LEAST 50 FEET FROM CURB RETURNS, ALL TRUNKS, BRANCHES AND LIMBS SHALL REMAIN VISIBLE FOR PEDESTRIAN AREAS (LESS THAN 12" OPENING).
- TREE SIZE TO BE COMPARABLE TO STANDARD 4-INCH BOX TREE, NURSERY STOCK.
- TREES ARE TO BE SELECTED FROM A LIST OF THOSE APPROVED BY THE COUNTY PLANNING DEPARTMENT.
- BACKFILL HOLE WITH 5050 MK OF COMMERCIAL PLANTING MIX AND NATIVE SOIL. LOOSEN ROOT BALL, TAMP SOIL TO ELIMINATE AIR SPACES, AND WATER SLOWLY TO PENETRATE ROOT BALL.
- INSTALL DUCTILE CAST IRON TREE WELL GRATES, 36" SQUARE WITH MINIMUM 15" CENTER OPENING.
- INSTALL PERIMETER ROOT BARRIER WITH A MINIMUM DEPTH OF 24" FROM FINISH GRADE.
- MAINTENANCE IS THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER. RESPONSIBILITY MUST BE TRANSFERRED TO SUBSEQUENT OWNERS BY TITLE. THE TREE SHALL BE REMOVED BY PROPERTY OWNER IF DIRECTED BY THE DEPARTMENT.
- ONLY FOR USE IN 10-FOOT WIDE SIDEWALK OR WHERE MATURE TREE WILL NOT INTERFERE WITH PEDESTRIAN ACCESSIBILITY.

GRATE AND FRAME SPECIFICATIONS:

- TO VERTICAL FOUNDATION SHALL BE 3/16" STYLE GALVANIZED FRAME WITH ANCHORS, OR NEENAH FOUNDRY REINFORCING CAST IRON GRATE AND GALVANIZED FRAME WITH ANCHORS, OR DEPARTMENT APPROVED EQUAL.
- ALL GRATES SHALL BE COMPLIANT WITH THE LATEST ADA RECOMMENDATIONS.

REFER TO PUBLIC WORKS APPROVED TREE LIST FOR PLANTING WITHIN THE PUBLIC RIGHT-OF-WAY

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**TREE  
PLANTING IN RIGHT-OF-WAY**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: M-5

**ROADWAY WIDTH**

**TYPICAL URBAN STREET WIDENING SECTION**

**WIDENING PROCEDURE**

- SAWCUT PER NOTE 1 AND REMOVE MATERIAL TO REQUIRED DEPTH.
- CONSTRUCT NEW SUBGRADE AND BASE PER DEPARTMENT APPROVED SECTION.
- SAWCUT PER NOTE 1 TO REMOVE AN ADDITIONAL 1/2" MIN OF HMA SURFACE.
- RECOMPACT EXISTING BASE SECTION TO 95% RELATIVE COMPACTION.
- GRIND 1.5" (MIN) EXISTING ASPHALT SURFACE SO FINAL SEAMS ARE LOCATED PER TABLE 1.
- PAVE ROADWAY PER DEPARTMENT APPROVED SECTION.

PCI	Roadways with 500 ADT or less and within the URL	All Other Roadways
85-100	Full Lane Width Overlay	Full Lane Width Overlay
65-84	12" min. T-Section	Half Lane Width Overlay
<65	12" min. T-Section	12" min. T-Section

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**PAVEMENT RESTORATION  
URBAN STREET WIDENING**

Issued: June 2019  
Revised: N/A  
Scale: NTS  
Revision No: N/A  
Drawing No: R-2a

**CONSTRUCTION (COLD) JOINT AT SAWCUT**

**REPLACE EXISTING WPJ WITH CONSTRUCTION JOINT.**

**REPLACE EXISTING EJ WITH NEW EJ PER STANDARD DRAWING C-1.**

**REPLACE EXISTING WPJ WITH CONSTRUCTION JOINT.**

**REPLACE EXISTING EJ WITH NEW EJ PER STANDARD DRAWING C-1.**

**NOTES:**

- SAWCUT TO REMOVE DAMAGED OR FAILED PAVEMENT SECTION ADJACENT TO THE EDGE OF PAVEMENT AS NECESSARY TO PROVIDE A CLEAN JOIN LINE. ALL SAWCUTS SHALL BE PERPENDICULAR TO THE TRAVEL LANE. CUT EDGES SHALL BE VERTICAL WITH SQUARE CORNERS AND SHALL BE STRAIGHT AND NEAT IN APPEARANCE.
- THE STRUCTURAL ROAD WEARING SECTION SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION BASED ON THE SUBGRADE QUALITY AND THE TRAFFIC INDEX (TI) AS PROVIDED BY THE DEPARTMENT. IF THE EXISTING ROAD STRUCTURAL SECTION IS GREATER THAN THE DETERMINED ROAD STRUCTURAL SECTION, THEN THE EXISTING ROAD STRUCTURAL SECTION THICKNESS SHALL BE MAINTAINED. TYPICAL ROAD WEIDENING SECTION SHALL BE: 1. NOT BE ASPHALT, DRAG PER THE DESIGN STANDARDS TO 95% RELATIVE COMPACTION OVER 2. 12" MINIMUM SUBGRADE TO 95% RELATIVE COMPACTION.
- GRIND 1.5-INCHES MINIMUM FROM THE EXISTING ADJACENT HMA PAVEMENT SO THAT FINAL HMA SEAMS ARE LOCATED IN ACCORDANCE WITH TABLE 1 & DRAWING R-2, OR AS DIRECTED BY THE DEPARTMENT.
- NEW PAVEMENT SHALL BE PLACED IN LIFTS NOT EXCEEDING 3-INCHES (COMPACTED), WITH A MINIMUM LIFT NOT LESS THAN 1.5-INCHES.
- A TACK COAT SHALL BE APPLIED TO ALL HORIZONTAL AND VERTICAL CONFORMING SURFACES PRIOR TO PAVING.
- AFTER PAVING, APPLY 25# OIL (OR APPROVED EQUAL) TO ALL HMA SURFACE SEAMS PER MANUFACTURERS RECOMMENDATIONS.
- CUT AND FILL SLOPES BEYOND ROADWAY PAVEMENT SHALL NOT EXCEED 2:1 HORIZONTAL TO 1 VERTICAL, OR 3:1 TO 1 NATIVE SAND WITHOUT PRIOR APPROVAL BY THE DEPARTMENT.

DEPT. OF PUBLIC WORKS - STANDARD DRAWINGS  
**PAVEMENT RESTORATION  
CONCRETE FLATWORK REPAIR**

Issued: June 2019  
Revised: N/A  
Scale: 1"=10'  
Revision No: N/A  
Drawing No: R-4

REV. NO. DATE REVISED

DESTROY ALL PRINTS BEARING EARLIER DATE

REV. BY. CKD. BY. APRD. BY.

**Cannon**

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**OCEANO ELEMENTARY SCHOOL  
INFILTRATION & FRONTAGE IMPROVEMENTS**

**DETAIL SHEET**

OCEANO, CA

DRAWN BY: AR DATE: 05/31/2023 CA JOB NO: 210534

CHECKED BY: SCALE: N.T.S. SHEET: 4 OF 29

REV. NO. DATE REVISED

DESTROY ALL PRINTS BEARING EARLIER DATE

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**OCEANO ELEMENTARY SCHOOL  
INFILTRATION & FRONTAGE IMPROVEMENTS**

**DETAIL SHEET**

OCEANO, CA

DRAWN BY: AR DATE: 05/31/2023 CA JOB NO: 210534

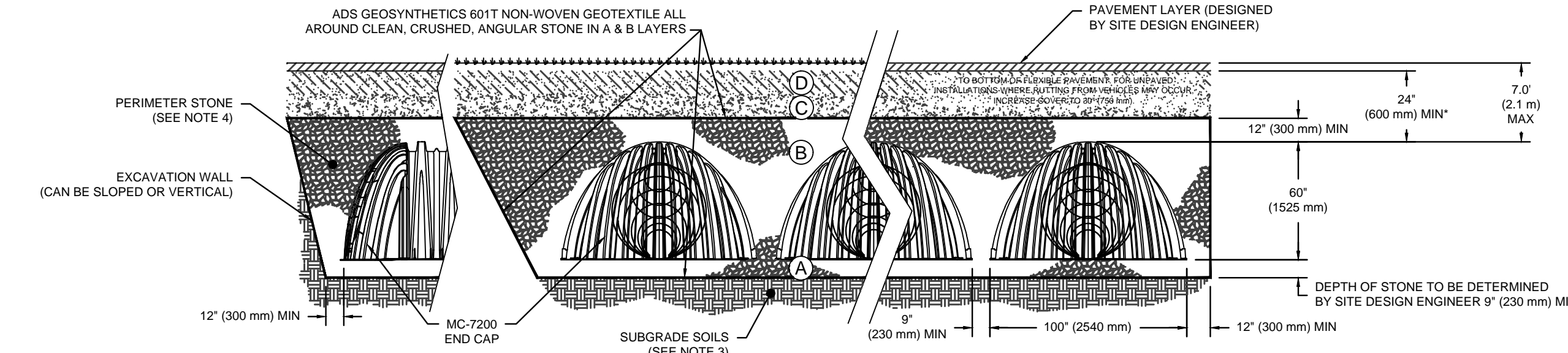
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**ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS**

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	<b>FINAL FILL:</b> FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	<b>INITIAL FILL:</b> FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (A LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145' A-1, A-2-4, A-3 OR AASHTO M43' 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 90% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	<b>EMBEDMENT STONE:</b> FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43' 3, 4	NO COMPACTION REQUIRED.
A	<b>FOUNDATION STONE:</b> FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43' 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2,3</sup>

- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
  - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
  - WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNERS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
  - ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



**NOTES:**

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101
- MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
  - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
  - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
  - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT<sup>2</sup>. THE ASC IS DEFINED IN SECTION 6.2.4 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

**RETENTION SYSTEM TYPICAL STORMTECH MC-7200 SECTION** 1  
SHEET 9 N.T.S.

**MC-7200 STORMTECH CHAMBER SPECIFICATIONS**

- CHAMBERS SHALL BE STORMTECH MC-7200.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
  - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
  - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
  - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT<sup>2</sup>. THE ASC IS DEFINED IN SECTION 6.2.4 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
  - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
  - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED IS ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
  - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

**IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM**

- STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
  - STONEHOPPER LOCATED OFF THE CHAMBER BED.
  - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
  - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #4 OR #4.
- STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

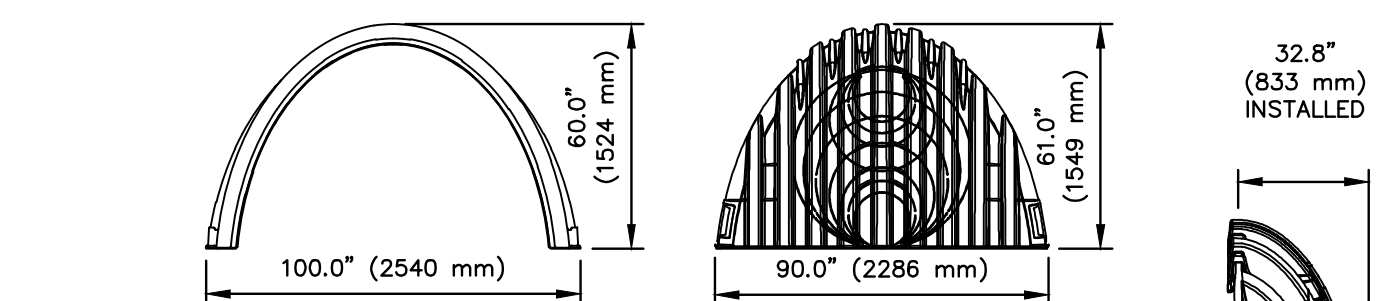
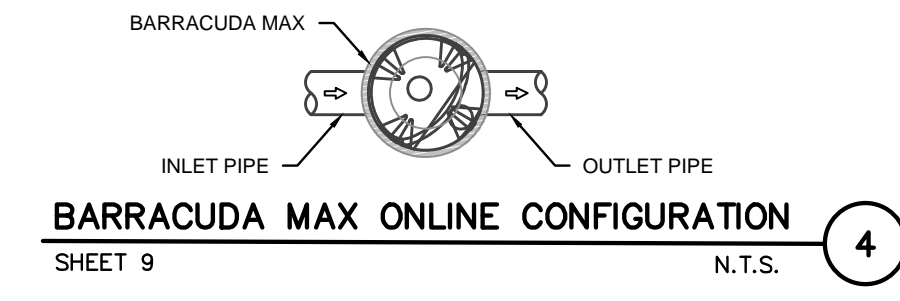
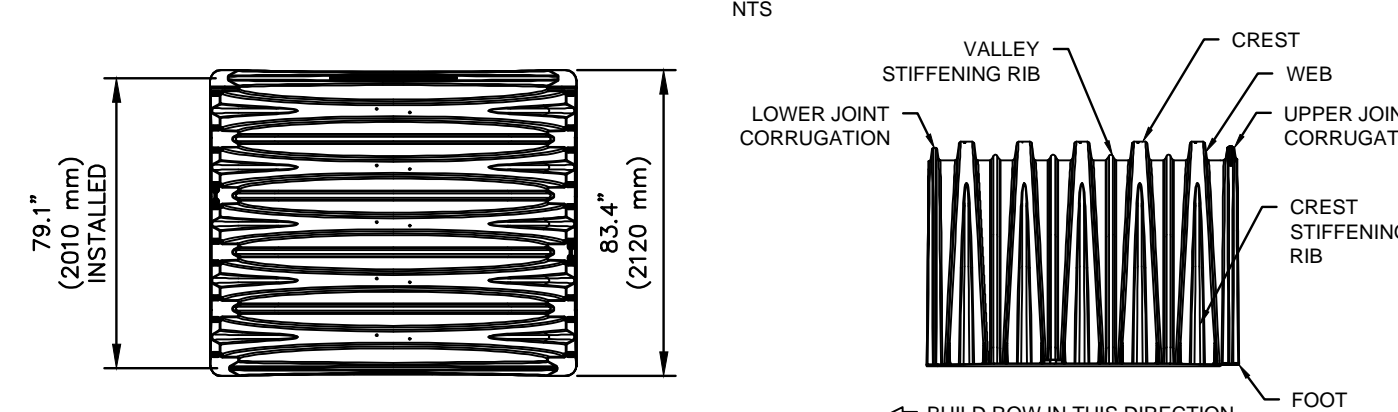
**NOTES FOR CONSTRUCTION EQUIPMENT**

- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
  - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
  - NO RUBBER Tired LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-7200 CONSTRUCTION GUIDE".
  - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

**MC-7200 TECHNICAL SPECIFICATION**



**NOMINAL CHAMBER SPECIFICATIONS**

SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 79.1" (2540 mm X 1524 mm X 2010 mm)
CHAMBER STORAGE	175.9 CUBIC FEET (4.98 m <sup>3</sup> )
MINIMUM INSTALLED STORAGE*	267.3 CUBIC FEET (7.56 m <sup>3</sup> )
WEIGHT (NOMINAL)	205 lbs. (92.9 kg)

**NOMINAL END CAP SPECIFICATIONS**

SIZE (W X H X INSTALLED LENGTH)	90.0" X 61.0" X 32.8" (2286 mm X 1549 mm X 833 mm)
END CAP STORAGE	39.5 CUBIC FEET (1.12 m <sup>3</sup> )
MINIMUM INSTALLED STORAGE*	115.3 CUBIC FEET (3.26 m <sup>3</sup> )
WEIGHT (NOMINAL)	90 lbs. (40.8 kg)

\*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"  
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"  
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

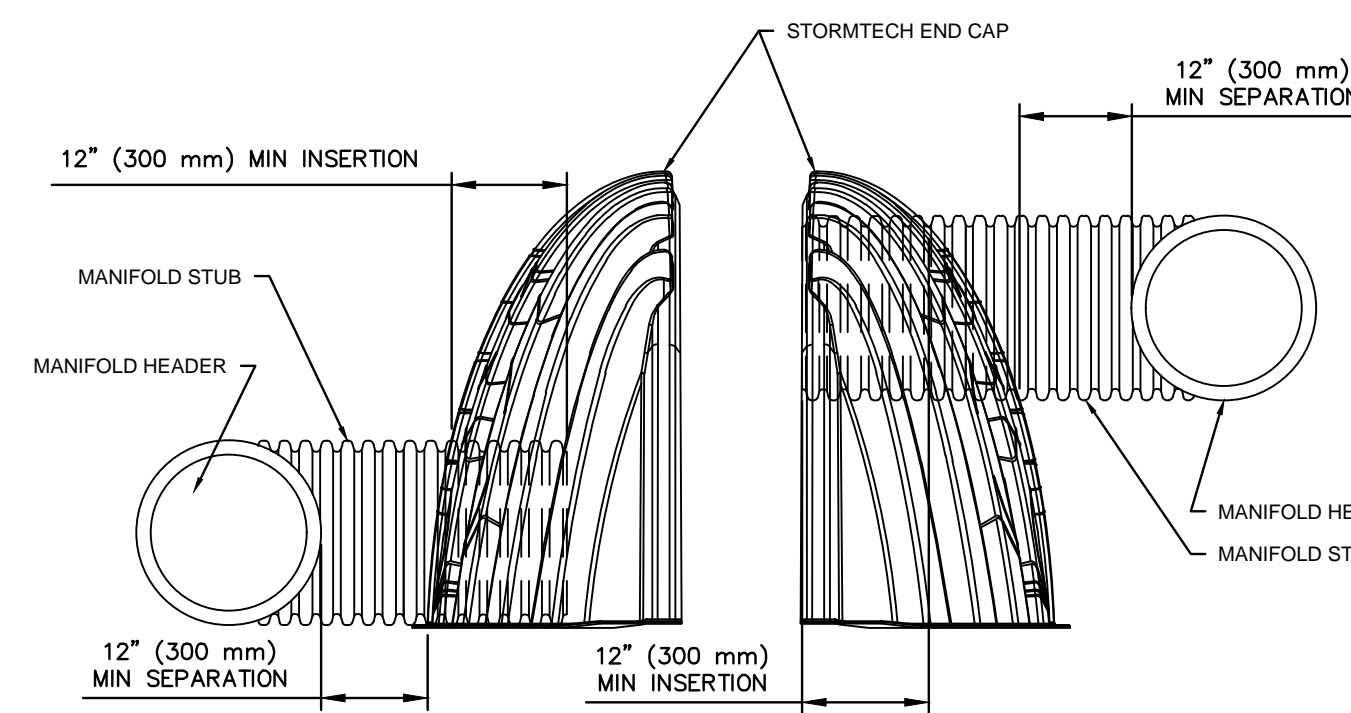
PART #	STUB	B	C
MC7200EPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC7200EPP06B	---	---	0.86" (22 mm)
MC7200EPP08T	8" (200 mm)	40.50" (1029 mm)	---
MC7200EPP08B	---	---	1.01" (26 mm)
MC7200EPP10T	10" (250 mm)	38.37" (975 mm)	---
MC7200EPP10B	---	---	1.33" (34 mm)
MC7200EPP12T	12" (300 mm)	35.60" (907 mm)	---
MC7200EPP12B	---	---	1.55" (39 mm)
MC7200EPP15T	15" (375 mm)	32.72" (831 mm)	---
MC7200EPP15B	---	---	1.70" (43 mm)
MC7200EPP18T	18" (450 mm)	29.36" (746 mm)	---
MC7200EPP18B	---	---	1.97" (50 mm)
MC7200EPP18W	---	---	---
MC7200EPP24T	24" (600 mm)	23.05" (585 mm)	---
MC7200EPP24W	---	---	---
MC7200EPP24B	---	---	2.26" (57 mm)
MC7200EPP24W	---	---	---
MC7200EPP30B	30" (750 mm)	---	2.95" (75 mm)
MC7200EPP36B	36" (900 mm)	---	3.25" (83 mm)
MC7200EPP42B	42" (1050 mm)	---	3.55" (90 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL

CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVERTED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

**MC-7200 TECHNICAL SPECIFICATIONS SECTION**

SHEET 9 N.T.S.



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

**MC-SERIES END CAP INSERTION DETAIL**

SHEET 9 N.T.S.



REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD BY

OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS		
DETAIL SHEET		
OCEANO, CA		
DRAWN BY	DATE	CA JOB NO.
AR	05/31/2023	210534
CHECKED BY	SCALE	SHEET
	N.T.S.	5 OF 29

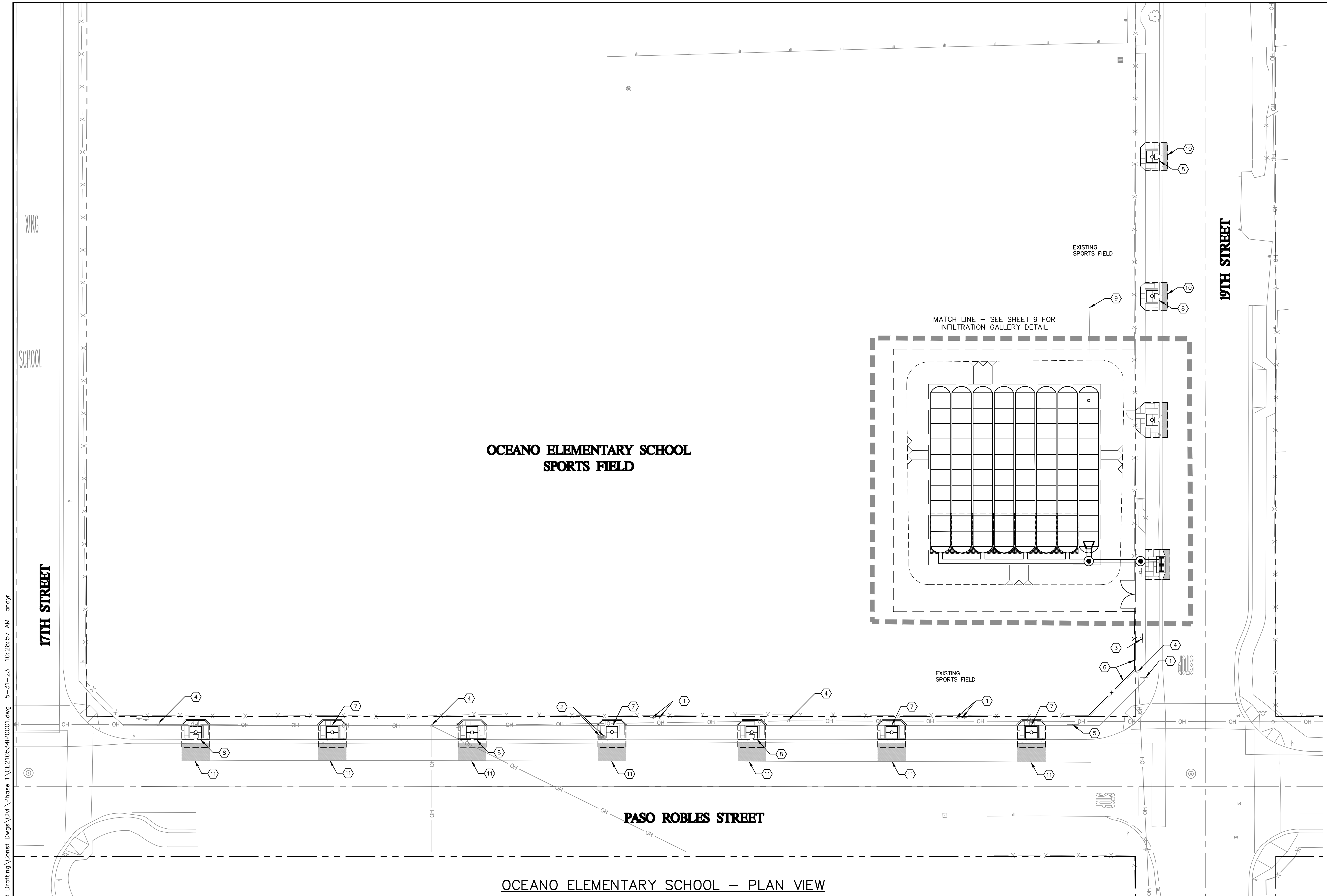
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- GENERAL NOTES**
1. ALL IMPROVEMENTS NOT CALLED OUT TO BE REMOVED, RELOCATED, OR RECONSTRUCTED SHALL REMAIN AND BE PROTECTED IN PLACE.
  2. ALL EXISTING UTILITY LIDS AND MANHOLES SHALL BE ADJUSTED TO MATCH FINISHED SURFACE.
  3. INSTALL SECURE CHAIN-LINK CONSTRUCTION FENCING SURROUNDING INFILTRATION GALLERY AND PREVENTING ACCESS BETWEEN SPORTS FIELD AND STREETS.

- CONSTRUCTION NOTES**
- 1 PROTECT IN PLACE OR REMOVE AND REINSTALL EXISTING SIGN.
  - 2 EXISTING MAILBOX. PROTECT IN PLACE OR REMOVE AND REINSTALL.
  - 3 SEE LANDSCAPE PLANS FOR CONSTRUCTION FUNDING SIGNAGE.
  - 4 PROTECT IN PLACE EXISTING UTILITY POLE.
  - 5 PROTECT IN PLACE EXISTING UTILITY BOX.
  - 6 6' CHAIN-LINK FENCE PER CALTRANS STANDARD PLAN AB5.
  - 7 STANDARD TREE WELL PER DETAIL 1, SHEET 3.
  - 8 INFILTRATION TREE WELL PER DETAIL 2, SHEET 3.
  - 9 PROTECT IN PLACE EXISTING GOAL POSTS TO REMAIN.
  - 10 ASPHALT PAVE-OUT PER SLO COUNTY STD DWG R-2A, SHEET 4 AND DETAIL 3, SHEET 3.
  - 11 ASPHALT PAVE-OUT PER SLO COUNTY STD DWG R-2A, SHEET 4 AND DETAIL 3, SHEET 3. GRIND TO EDGE OF TRAVELED WAY (ETW).

**OCEANO ELEMENTARY SCHOOL  
SPORTS FIELD**

**OCEANO ELEMENTARY SCHOOL - PLAN VIEW**

SCALE HORIZ 1"=20'



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**Cannon**  
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 San Luis Obispo, CA 93401  
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<b>OCEANO ELEMENTARY SCHOOL INFILTRATION &amp; FRONTAGE IMPROVEMENTS SURFACE IMPROVEMENT PLAN</b>		
OCEANO, CA		
DRAWN BY AR	DATE 05/31/2023	CA JOB NO. 210534
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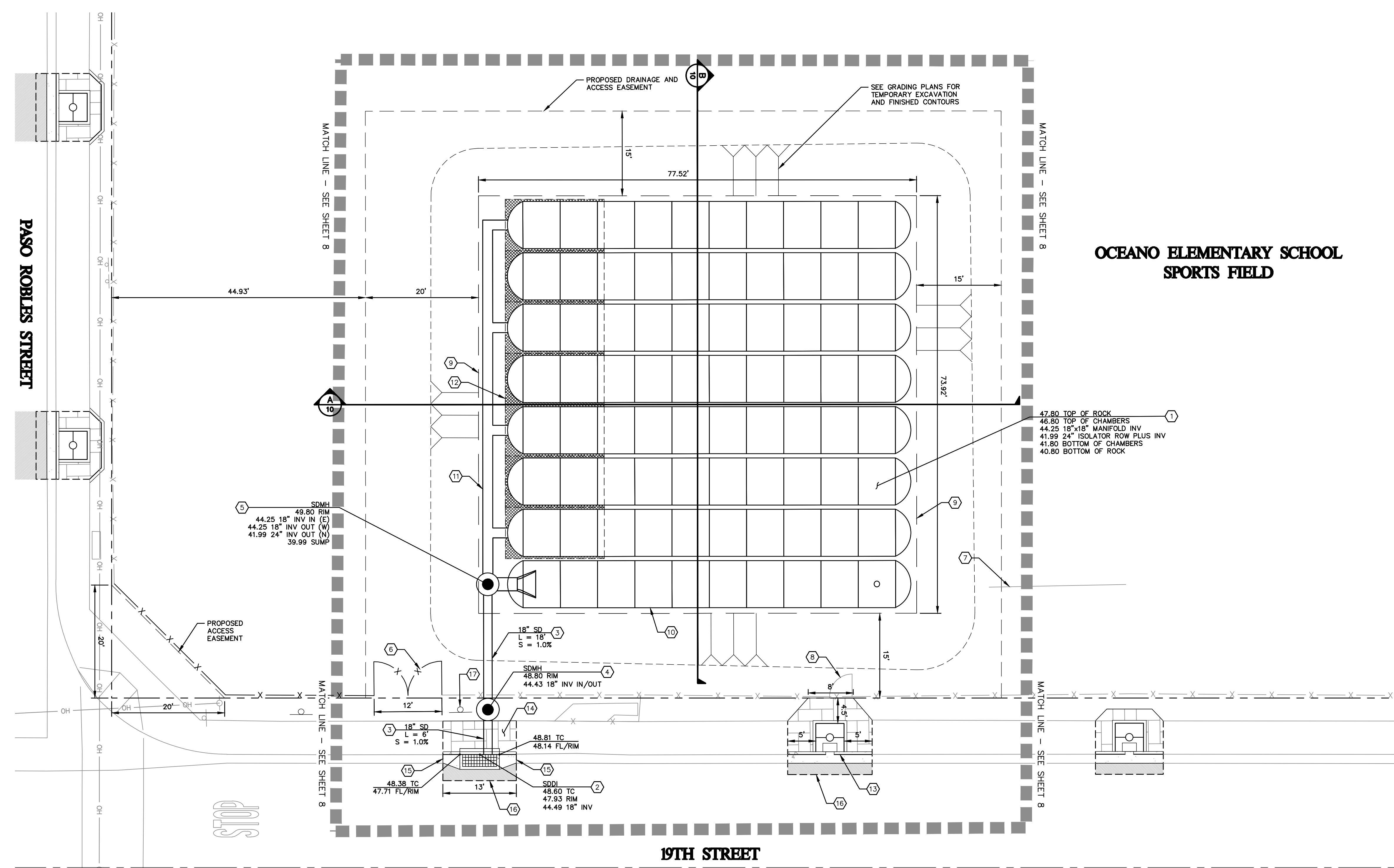
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### GENERAL NOTES

- ALL IMPROVEMENTS NOT CALLED OUT TO BE REMOVED, RELOCATED, OR RECONSTRUCTED SHALL REMAIN AND BE PROTECTED IN PLACE.
- ALL EXISTING UTILITY LIDS AND MANHOLES SHALL BE ADJUSTED TO MATCH FINISHED SURFACE.
- INSTALL SECURE CHAIN-LINK CONSTRUCTION FENCING SURROUNDING INFILTRATION GALLERY AND PREVENTING ACCESS BETWEEN SPORTS FIELD AND STREETS.

### CONSTRUCTION NOTES

- STORMTECH MC-7200 INFILTRATION CHAMBER GALLERY SYSTEM PER DETAILS ON SHEETS 5 AND 6, OR APPROVED EQUAL. INSTALL PER MANUFACTURER INSTRUCTIONS.
- CURB INLET CATCH BASIN PER SLO COUNTY STD DRAWING D-2, SHEET 4. DETAIL WIDTH MODIFIED TO 6' AT INSIDE WALLS OF CATCH BASIN.
- 18" HDPE SMOOTH INNER WALL STORM DRAIN PIPE
- BARRACUDA MAX SB HYDRODYNAMIC SEPARATOR, OR APPROVED EQUAL. INSTALL PER DETAILS ON SHEETS 5 AND 6. MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4.
- MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4. INSTALL HACH FL900 SERIES FLOW LOGGER PER MANUFACTURER INSTRUCTIONS, OR APPROVED EQUAL.
- 12' WIDE CHAINLINK ACCESS GATE PER CALTRANS STANDARD PLAN A85 AND A85A.
- PROTECT IN PLACE EXISTING GOAL POSTS TO REMAIN.
- PROTECT IN PLACE EXISTING 4' ACCESS GATE TO REMAIN.
- LIMITS OF STONE BED PER DETAILS ON SHEETS 5 AND 6. INSTALL PER MANUFACTURER INSTRUCTIONS.
- ISOLATOR ROW AND INSPECTION PORT WITH LOCKING COVER PER DETAILS ON SHEETS 5 AND 6. INSTALL PER MANUFACTURER INSTRUCTIONS.
- 18" MANHOLE PIPE PER DETAILS ON SHEETS 5 AND 6. INSTALL PER MANUFACTURER INSTRUCTIONS.
- LIMITS OF WOVEN FABRIC PER DETAILS ON SHEETS 5 AND 6. INSTALL PER MANUFACTURER INSTRUCTIONS.
- INFILTRATION TREE WELL PER DETAIL 2, SHEET 3.
- PAVERS PER DETAIL 5, SHEET 3.
- JOIN NEW CONCRETE TO EXISTING PER SLO COUNTY STD DWG R-4, SHEET 4.
- ASPHALT PAVE-OUT PER SLO COUNTY STD DWG R-2A, SHEET 4 AND DETAIL 3, SHEET 3.
- SEE LANDSCAPE PLANS FOR INTERPRETIVE SIGNAGE.



**INFILTRATION GALLERY - PLAN VIEW**  
SCALE HORIZ 1"=10'



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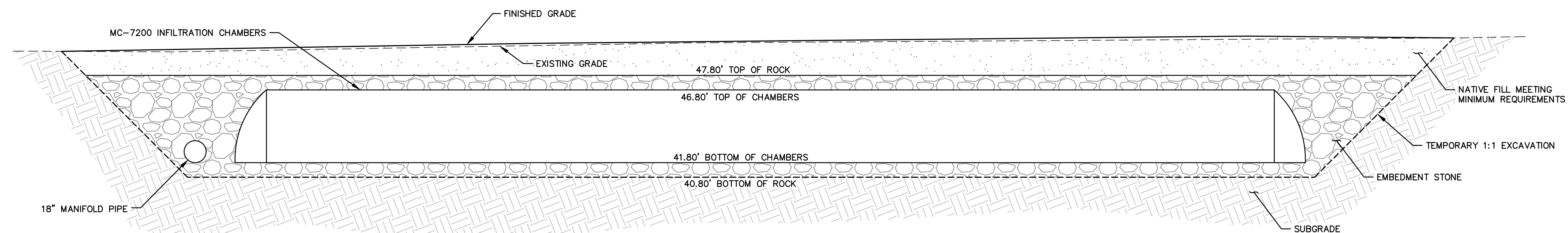
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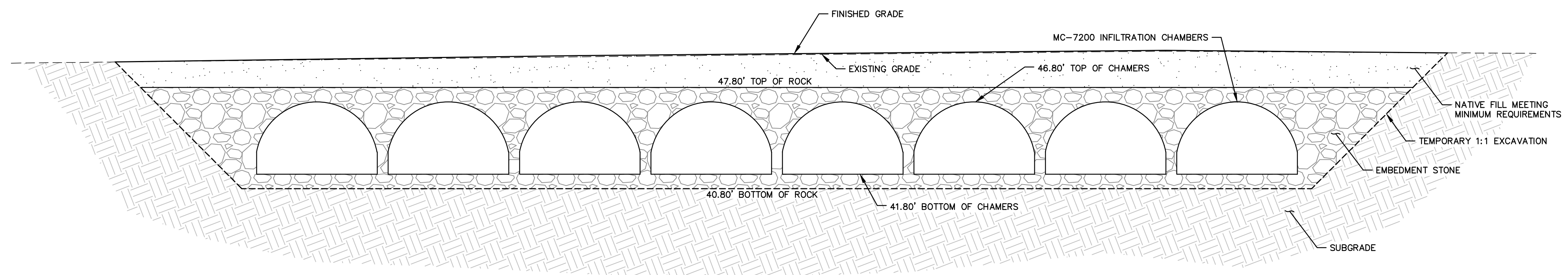
<b>OCEANO ELEMENTARY SCHOOL INFILTRATION &amp; FRONTAGE IMPROVEMENTS STORMWATER INFILTRATION GALLERY</b>		
OCEANO, CA		
DRAWN BY AR	DATE 05/31/2023	CA JOB NO. 210534
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INFILTRATION CHAMBER SECTION A  
SHEET 9



INFILTRATION CHAMBER SECTION B  
SHEET 9

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OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS SITE CROSS-SECTIONS OCEANO, CA		
DRAWN BY AR	DATE 05/31/2023	CA JOB NO. 210534
CHECKED BY	SCALE AS SHOWN	SHEET 10 OF 29









**SLO COUNTY EROSION CONTROL NOTES**

A. SEDIMENT AND EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP) SHALL BE IMPLEMENTED ON ALL PROJECTS AT ALL TIMES AND SHALL INCLUDE: POLLUTANT SOURCE CONTROL, PROTECTION OF STOCKPILES, PROTECTION OF SLOPES, PROTECTION OF ALL DISTURBED AREAS, PROTECTION OF SITE ACCESS POINTS, AND PERIMETER CONTAINMENT MEASURES.

B. APPROPRIATE BMP SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF GRADING AND SITE DISTURBANCE ACTIVITIES. THE INTENT OF THE BMP SHALL BE TO PREVENT DISTURBED SEDIMENT FROM ENTERING DRAINAGE CONVEYANCES, GENERATING FUGITIVE DUST, OR MIGRATING ONTO ADJACENT PROPERTIES OR THE PUBLIC RIGHT-OF-WAY.

C. SITE INSPECTIONS AND APPROPRIATE MAINTENANCE OF ALL BMP AND EROSION CONTROL MEASURES SHALL BE CONDUCTED AND DOCUMENTED THROUGHOUT CONSTRUCTION AND ESPECIALLY PRIOR TO, DURING, AND AFTER RAIN EVENTS.

D. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL BMP AS SPECIFIED BY THE APPROVED EROSION AND SEDIMENT CONTROL PLAN UNTIL SUCH TIME THAT THE PROJECT IS ACCEPTED AS COMPLETE BY THE COUNTY OR UNTIL THE CALIFORNIA CONSTRUCTION GENERAL PERMIT FOR STORMWATER DISCHARGE NOTICE OF TERMINATION IS APPROVED BY THE STATE WATER RESOURCES CONTROL BOARD.

E. EROSION CONTROL BMP MAY BE RELOCATED, MODIFIED, OR ADDED DEPENDING ON FIELD CONDITIONS ENCOUNTERED DURING CONSTRUCTION. ADDITIONAL BMP SHALL BE INSTALLED AT THE DISCRETION OF THE SITE SUPERINTENDENT, ENGINEER OF WORK, COUNTY INSPECTOR, QUALIFIED SWPPP PRACTITIONER (QSP), OR STATE WATER RESOURCES CONTROL BOARD. GUIDELINES FOR INSTALLING APPROPRIATE EROSION CONTROL DEVICES SHALL BE INCLUDED IN THE PLANS WITH ADDITIONAL MEASURES/DEVICES NOTED.

F. SEDIMENT AND EROSION CONTROL BMP SHALL BE AVAILABLE, INSTALLED, AND/OR APPLIED PRIOR TO COMMENCEMENT OF CONSTRUCTION, INSTALLED APPROPRIATELY AS CONSTRUCTION PROGRESSES, AND MAINTAINED IN OPERABLE CONDITION UNTIL FINAL STABILIZATION OF THE SITE IS ACHIEVED. SEDIMENT AND EROSION CONTROL BMP ARE REQUIRED YEAR-ROUND.

G. WET WEATHER PREPARATION: THE CONTRACTOR, DEVELOPER, AND ENGINEER OF WORK SHALL BE RESPONSIBLE TO REVIEW THE CONDITION OF THE PROJECT SITE PRIOR TO OCTOBER 15 (RAINY SEASON) AND TO COORDINATE AN ENHANCED BMP IMPLEMENTATION PLAN FOR WET WEATHER CONDITIONS. A LOCALLY BASED STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE AND STOCK PILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID MAINTENANCE OR REPAIR OF THE BMP THROUGHOUT THE RAINY SEASON.

H. IN THE EVENT OF A FAILURE, THE DEVELOPER AND/OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR CLEANUP AND ALL ASSOCIATED COSTS OR DAMAGE. IN THE EVENT THAT DAMAGE OCCURS WITHIN THE RIGHT OF-WAY AND THE COUNTY IS REQUIRED TO PERFORM CLEANUP, THE OWNER SHALL BE RESPONSIBLE FOR COUNTY REIMBURSEMENT OF ALL ASSOCIATED COSTS OR DAMAGE.

I. IN THE EVENT OF REPEATED FAILURE AND/OR LACK OF PERFORMANCE BY THE DEVELOPER AND/OR CONTRACTOR TO CORRECT SEDIMENT AND EROSION CONTROL RELATED PROBLEMS, THE DEPARTMENT MAY REVOKE ALL ACTIVE PERMITS. THE COUNTY MAY ISSUE A WRITTEN NOTICE OR STOP WORK ORDER IN ACCORDANCE WITH SECTION 22.52.120 OR 23.05.036 OF THE LAND USE ORDINANCE. DAILY PENALTIES MAY BE ASSESSED BY COUNTY CODE ENFORCEMENT FOR FAILURE TO COMPLY.

J. FINAL STABILIZATION OF THE SITE SHALL BE ESTABLISHED ON ALL DISTURBED SURFACES PRIOR TO FINAL ACCEPTANCE. WHERE VEGETATION IS USED FOR FINAL STABILIZATION, VEGETATION MUST BE MIXED AND APPLIED IN ACCORDANCE WITH THE BELOW TABLE AND SPECIFICATIONS. TEMPORARY EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED.

HYDROSEED MIX FOR STABILIZATION:  
 CALIFORNIA BROME (BROMUS CARINATUS 'CUCAMONCA') 12 LBS/AC  
 SMALL FESCUE (FESTUCA MICROSTACHYS) 5 LBS/AC  
 TOMCAT CLOVER (TRIFOLIUM WILDENOVII) 2 LBS/AC  
 CALIFORNIA POPPY (ESCHSCHOLZIA CALIFORNICA) 1.5 LBS/AC  
 SKY LUPINE (LUPINUS NANUS) 2 LBS/AC  
 GOLDFIELDS (LASTHENIA CALIFORNICA) 0.5 LB/AC  
 INSTALL SEED MIX AT RATE OF 23 POUNDS PER ACRE ON ALL DISTURBED, UNCOMPACTED SOILS. INCORPORATE COMPOST, FIBER, AND TACKIFIER PER APPLICATOR SPECIFICATIONS BASED ON SITE SLOPE AND SOIL TYPE.

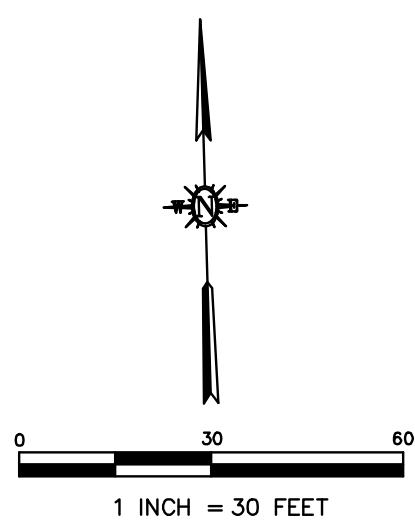
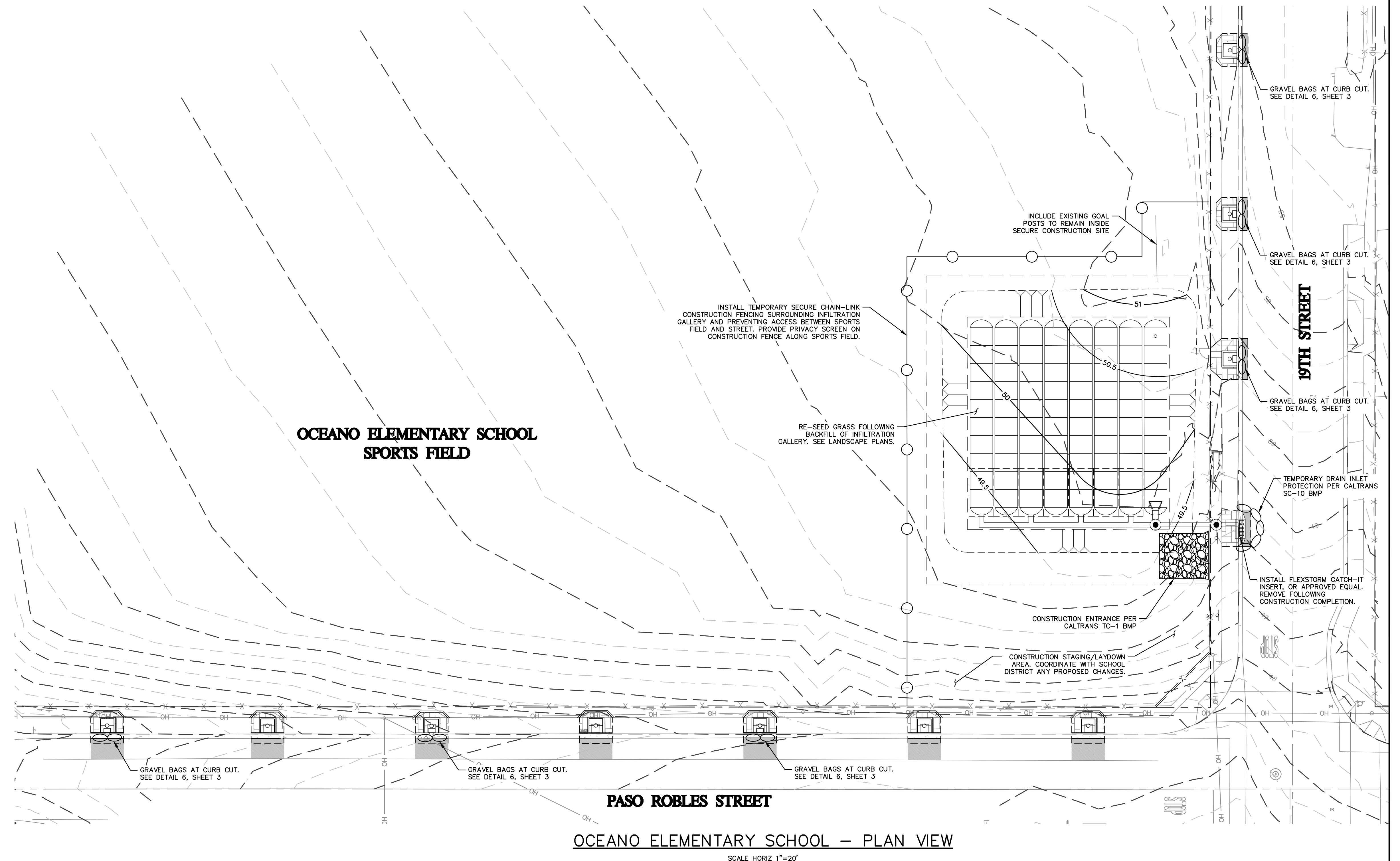
K. THE COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) MAY HAVE ADDITIONAL PROJECT SPECIFIC EROSION CONTROL REQUIREMENTS. THE CONTRACTOR, DEVELOPER, AND ENGINEER OF WORK SHALL BE RESPONSIBLE FOR MAINTAINING SELF-REGULATION OF THESE REQUIREMENTS.

L. IF CONSTRUCTION GENERAL PERMIT FOR STORMWATER DISCHARGE ENROLLMENT IS NECESSARY, THE DEVELOPER (OR LEGALLY RESPONSIBLE AGENT) SHALL SUBMIT THE REQUIRED PERMIT REGISTRATION DOCUMENTS TO THE STATE WATER RESOURCES CONTROL BOARD AND PROVIDE PROOF OF ENROLLMENT TO THE COUNTY PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE PROJECT WASTE DISCHARGE IDENTIFICATION NUMBER (WDID#) IS:

**CONSTRUCTION NOTES**

1. INSTALL GRAVEL BAGS AT CURB CUTS TO BLOCK FLOW FROM ENTERING BIORETENTION AREAS. COUNTY TO REMOVE GRAVEL BAGS AT A TIME FOLLOWING CONSTRUCTION COMPLETION.
2. BMPs ARE SHOWN IN APPROXIMATE LOCATIONS AND CONTRACTOR TO ADJUST LOCATIONS AS NEEDED.

TOTAL PROJECT DISTURBED AREA  
0.3 ACRES



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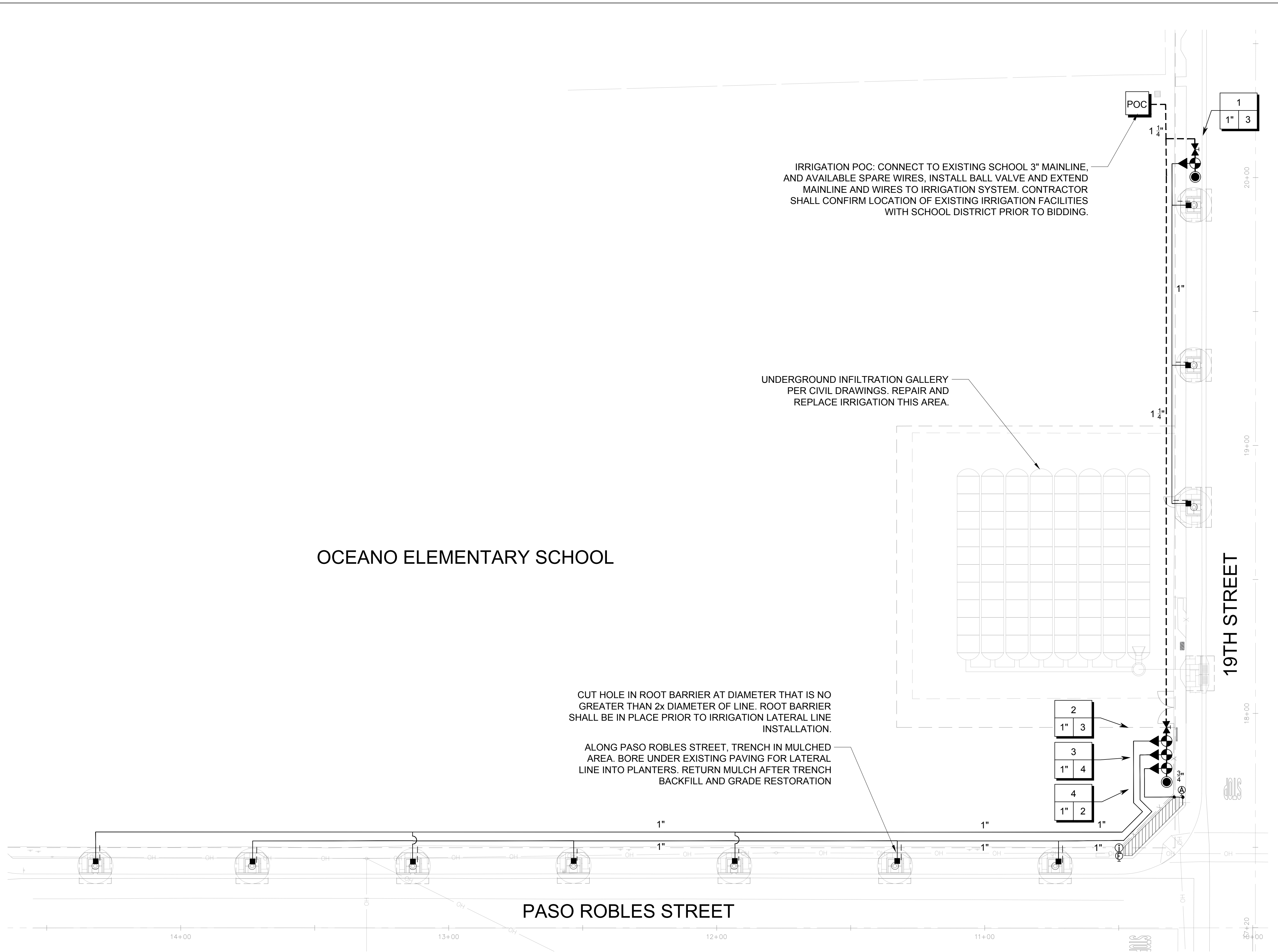
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**OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS**  
**EROSION CONTROL & SITE ACCESS PLAN**  
 OCEANO, CA

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IRRIGATION POC: CONNECT TO EXISTING SCHOOL 3" MAINLINE, AND AVAILABLE SPARE WIRES, INSTALL BALL VALVE AND EXTEND MAINLINE AND WIRES TO IRRIGATION SYSTEM. CONTRACTOR SHALL CONFIRM LOCATION OF EXISTING IRRIGATION FACILITIES WITH SCHOOL DISTRICT PRIOR TO BIDDING.

UNDERGROUND INFILTRATION GALLERY PER CIVIL DRAWINGS. REPAIR AND REPLACE IRRIGATION THIS AREA.

CUT HOLE IN ROOT BARRIER AT DIAMETER THAT IS NO GREATER THAN 2x DIAMETER OF LINE. ROOT BARRIER SHALL BE IN PLACE PRIOR TO IRRIGATION LATERAL LINE INSTALLATION.

ALONG PASO ROBLES STREET, TRENCH IN MULCHED AREA. BORE UNDER EXISTING PAVING FOR LATERAL LINE INTO PLANTERS. RETURN MULCH AFTER TRENCH BACKFILL AND GRADE RESTORATION

IRRIGATION LEGEND (PARTIAL)	
SYMBOL	DESCRIPTION
	POINT OF CONNECTION
	TREE BUBBLER ASSEMBLY
	ELECTRIC REMOTE CONTROL VALVE
	QUICK COUPLING VALVE
	PRESSURE REGULATING SCREEN FILTER
	BRASS SHUTOFF VALVE
	LATERAL LINE: PVC SCHEDULE 40, PURPLE
	MAINLINE: PVC SCHEDULE 40, PURPLE
	PIPE SLEEVE: PVC SCHEDULE 40, PURPLE
	MANUAL FLUSH VALVE
	AIR VACUUM RELIEF VALVE
	DRIP OPERATION INDICATOR, PURPLE
	DRIP TO PVC LINE TRANSITION FITTINGS
	SUBSURFACE DRIP LINE, PURPLE STRIPE

VALVE CALLOUT	LATERAL PIPE SIZING GUIDE
	UNLESS NOTED OTHERWISE, SIZE LATERAL PIPE AS FOLLOWS:
#	VALVE NUMBER
#/	VALVE FLOW (GPM)
#"	VALVE SIZE
	0 - 7 GPM - 3/4"
	8 - 14 GPM - 1"
	15 - 20 GPM - 1-1/4"
	21 - 30 GPM - 1-1/2"

SHEET NOTES	
1.	REFER TO SHEET LI-2.0 FOR IRRIGATION NOTES AND CALCULATIONS.
2.	REFER TO SHEET LI-2.0 FOR FULL IRRIGATION LEGEND.
3.	REFER TO SHEET LI-3.0 AND LI-4.0 FOR IRRIGATION DETAILS.
4.	IRRIGATION MAINLINE, SPRINKLERS AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY. MAINLINE AND VALVES SHALL NOT BE PLACED IN PAVED AREAS. INSTALL MAINLINE WHENEVER POSSIBLE 18" FROM WALKS, FENCES AND WALLS.
5.	NEW IRRIGATION WILL CONNECT TO EXISTING CONTROLLER AT OCEANO ELEMENTARY SCHOOL. VERIFY DETAILS WITH SCHOOL REPRESENTATIVES PRIOR TO BIDDING.
6.	REFER TO OCEANO ELEMENTARY SCHOOL AS-BUILT DRAWINGS FOR SPECIFIC LOCATIONS OF WIRE PULL BOX AND EXISTING 3" MAINLINE. CONTRACTOR SHALL VERIFY ALL INFORMATION REGARDING EXISTING EQUIPMENT IN THE FIELD PRIOR TO BIDDING.
7.	WATER SOURCE: EXISTING WELL. AVAILABLE PRESSURE: APPROX 90 PSI. CONTRACTOR SHALL VERIFY PRESSURE IN FIELD AND NOTIFY CLIENT AND LANDSCAPE ARCHITECT WITH RESULTS PRIOR TO CONSTRUCTION.
8.	PIPE, TREE BUBBLER ASSEMBLY AND DRIP LINE SHALL BE PURPLE TO IDENTIFY WITH THE WELL WATER SOURCE.
9.	STATION NUMBERS SHOWN ONLY FOR IDENTIFICATION. COORDINATE WITH DISTRICT FOR FINAL STATION NUMBERS AND FOR THE RECORD PRIOR TO FINAL CONSTRUCTION.

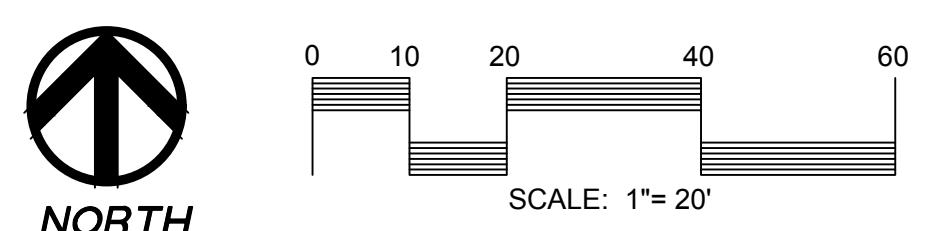
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OCEANO ELEMENTARY SCHOOL

PASO ROBLES STREET

19TH STREET

3916 Normal Street  
San Diego, CA 92103  
619.294.4477  
www.ktua.com



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OCEANO ELEMENTARY SCHOOL  
INFILTRATION & FRONTAGE IMPROVEMENTS

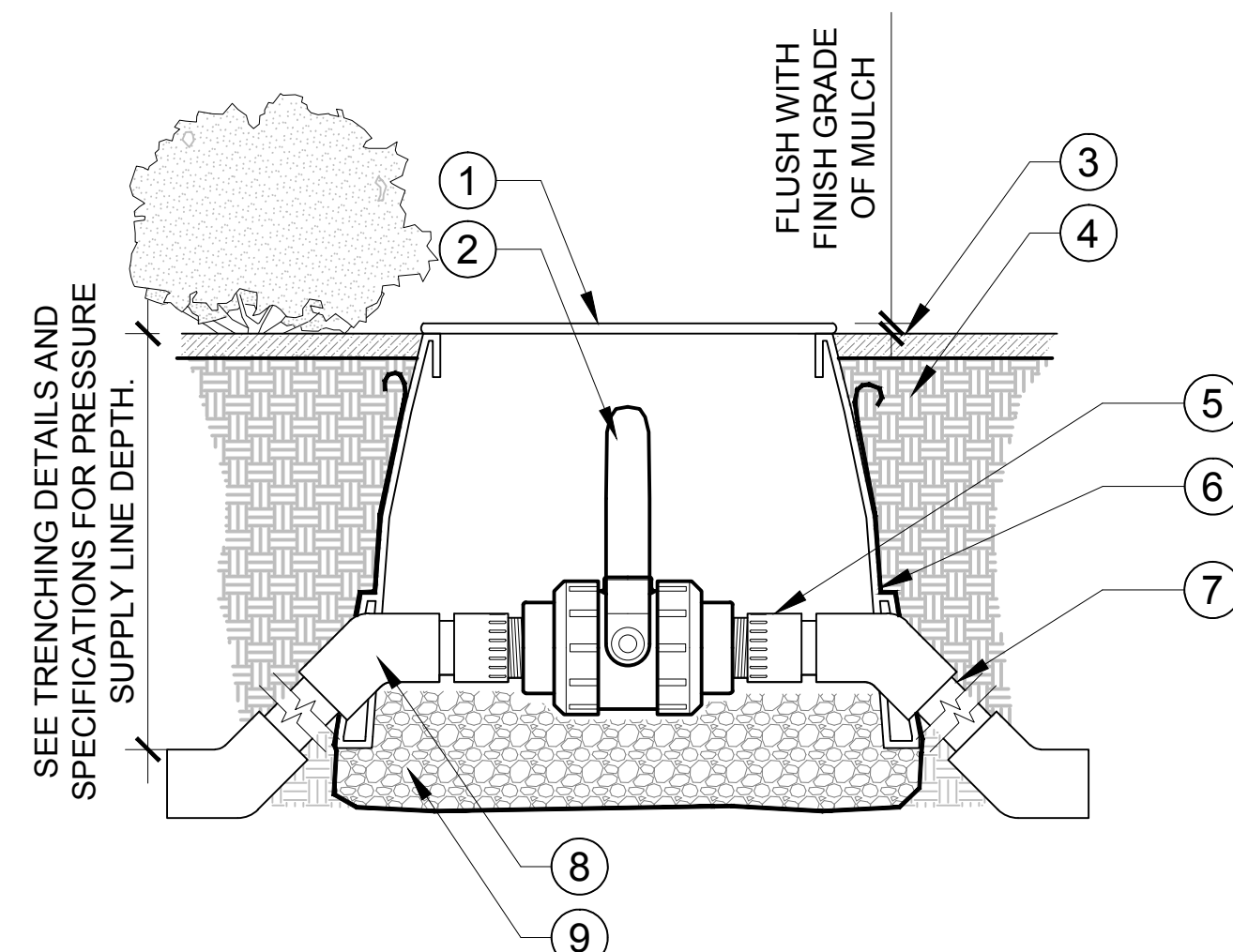
IRRIGATION PLAN  
LI-1.0  
OCEANO, CA

DRAWN BY DJ	DATE 5/19/2023	CA JOB NO. 210534
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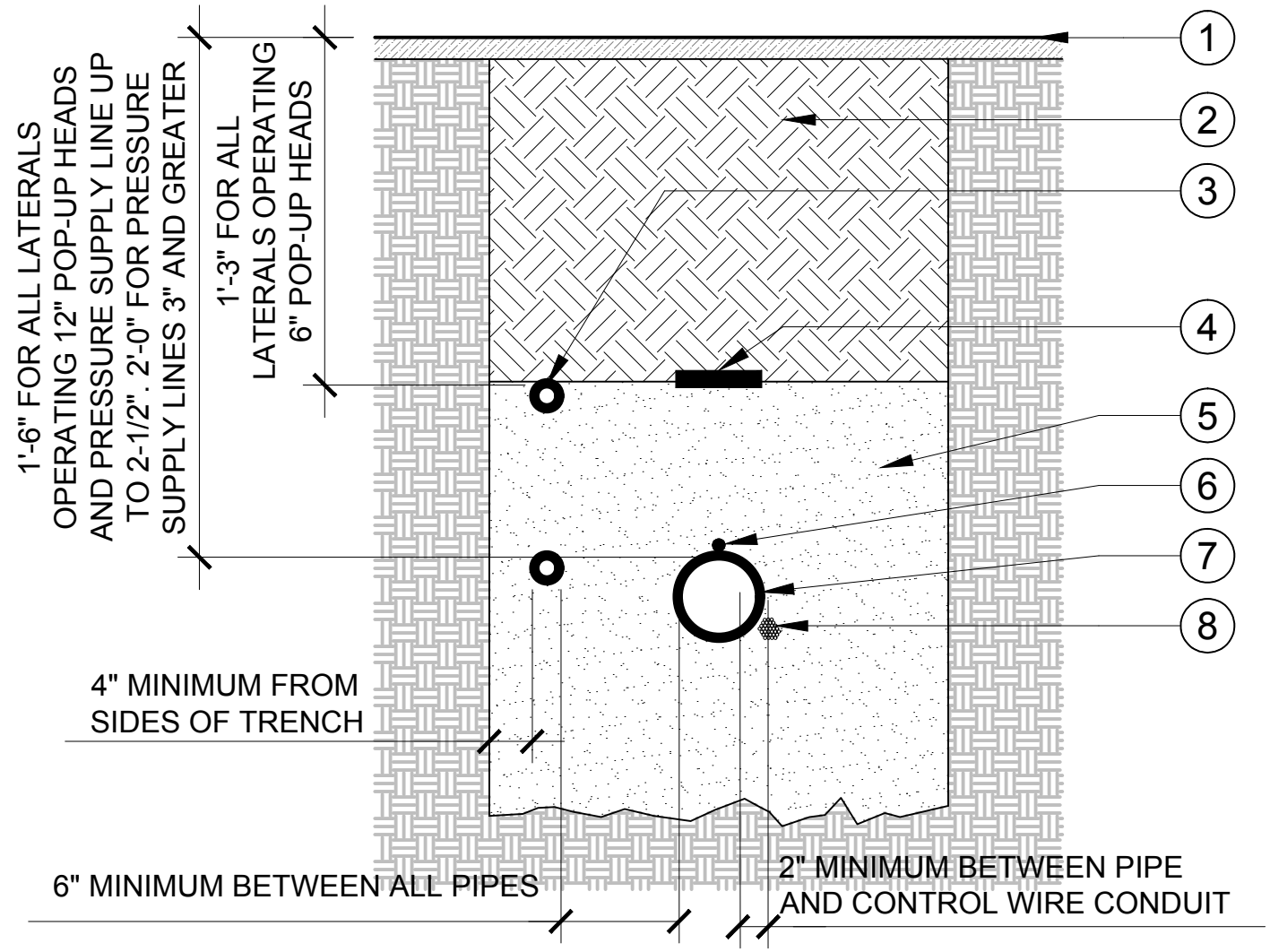






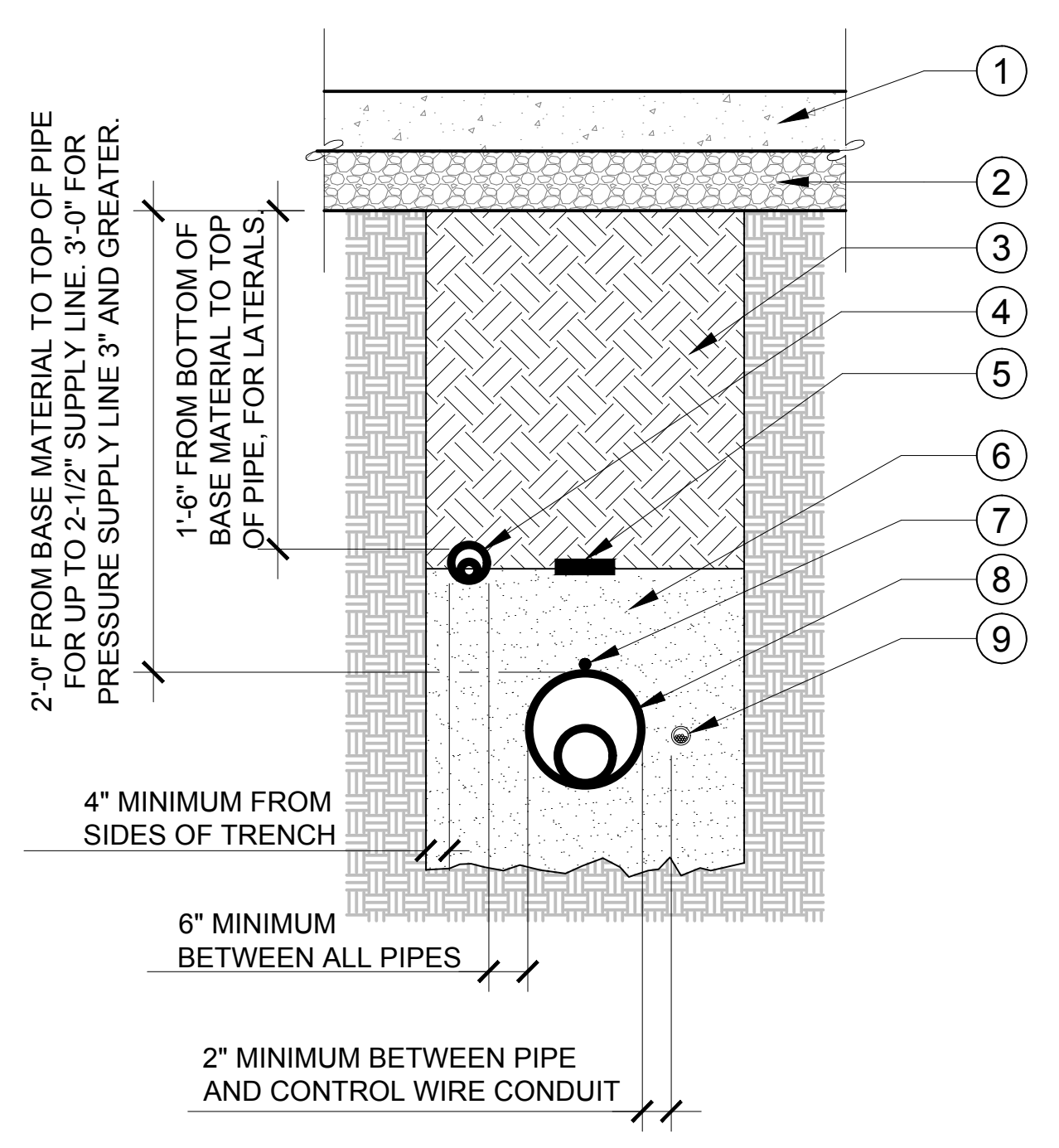
- LEGEND**
- ① 10" DIA. ROUND VALVE BOX WITH LID. SEE SPECIFICATIONS (DO NOT CUT ADDITIONAL HOLES IN BOX)
  - ② ISOLATION BALL VALVE. REFER TO LEGEND
  - ③ FINISH GRADE OF MULCH
  - ④ BACKFILL MATERIAL
  - ⑤ PVC SCH 80 MALE ADAPTER, MIPT X SLIP, LINE/VALVE SIZE
  - ⑥ FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
  - ⑦ PURPLE PRESSURE SUPPLY LINE LENGTH AS REQUIRED. REFER TO LEGEND FOR CLASS
  - ⑧ PVC SCH 80, 45 DEGREE ELL'S. (4) REQUIRED
  - ⑨ GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)
- NOTE:**  
1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**A ISOLATION BALL VALVE SECTION** SCALE: N.T.S.



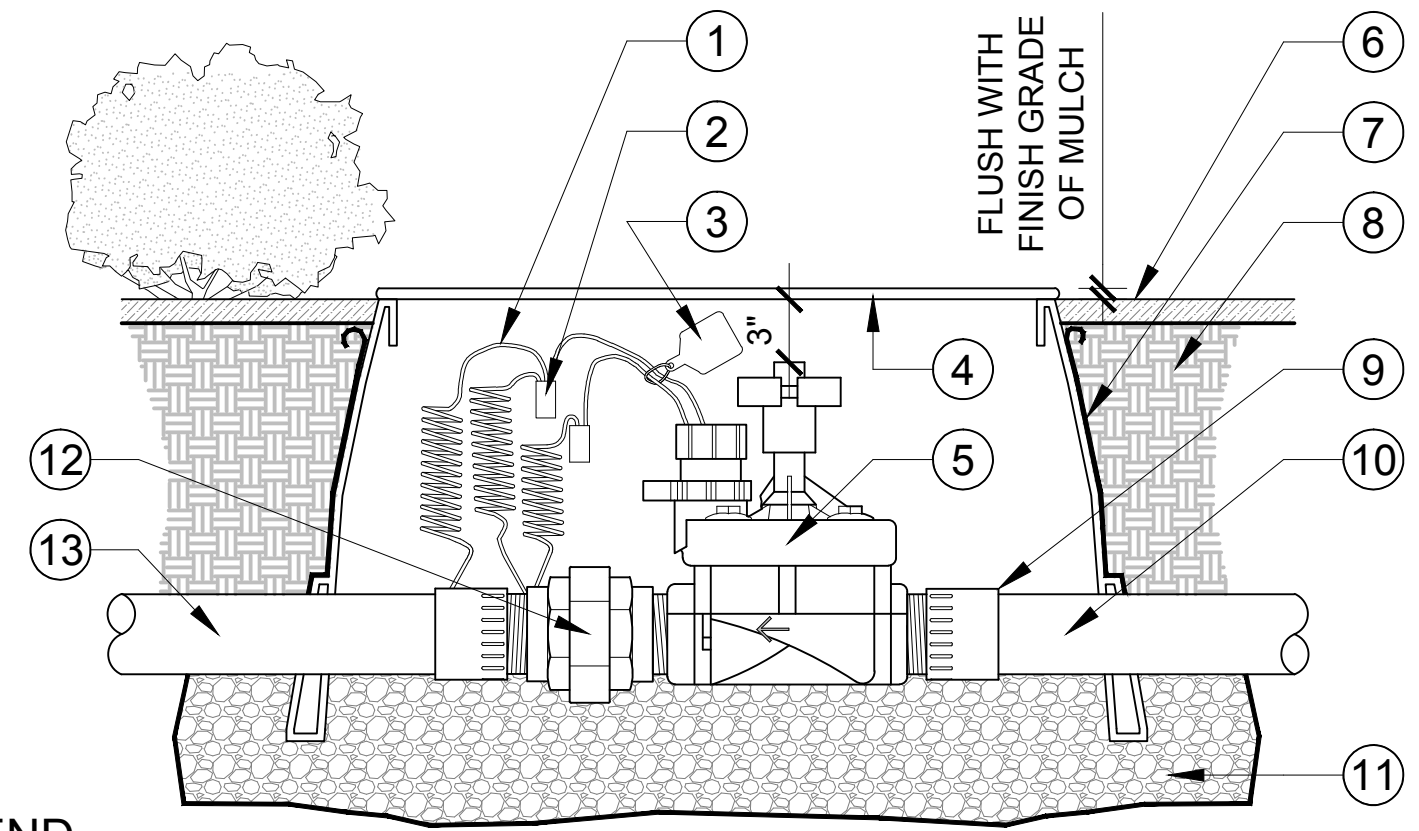
- LEGEND**
- ① FINISH GRADE
  - ② BACKFILL MATERIAL. FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE INCH
  - ③ PURPLE NON-PRESSURE LATERAL LINE FOR RISERS OUTLET PVC PIPE, AND POP-UPS 6" OR LESS. SEE LEGEND FOR CLASS, REFER TO PLAN FOR SIZE
  - ④ 3" DETECTABLE MARKING TAPE (PURPLE).
  - ⑤ SAND BACKFILL MATERIAL. FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE HALF INCH. 6" ABOVE AND 6" BELOW PRESSURE SUPPLY LINE
  - ⑥ #12 TRACER WIRE, TAPED TO TOP OF MAINLINE EVERY 10 FEET
  - ⑦ PURPLE PRESSURE SUPPLY LINE. SEE LEGEND FOR CLASS, REFER TO PLAN FOR SIZE
  - ⑧ CONTROL WIRES IN CONDUIT, 2" AWAY FROM AND BESIDE PRESSURE SUPPLY LINE.

**B TRENCH IN LANDSCAPE SECTION** SCALE: N.T.S.



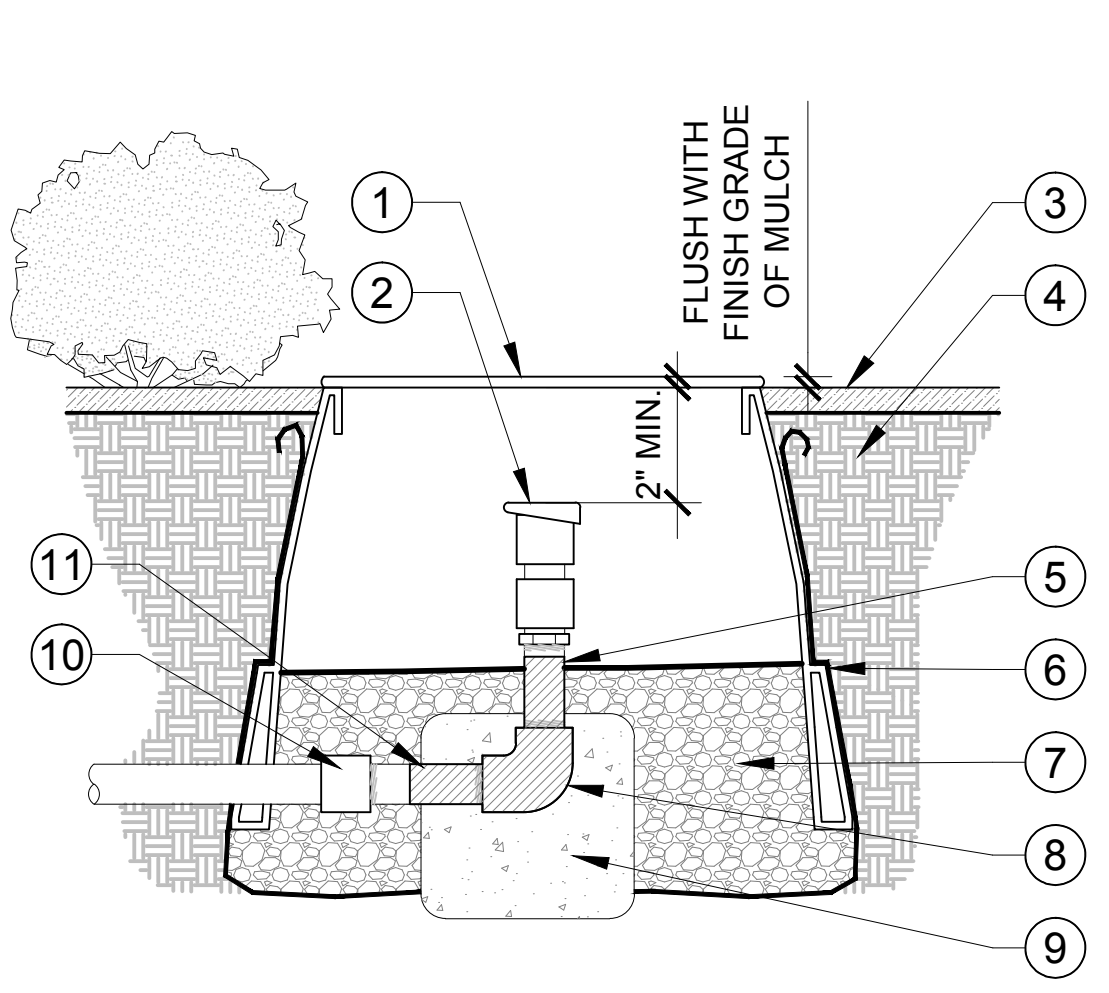
- LEGEND**
- ① HARDSCAPE MATERIAL
  - ② BASE MATERIAL
  - ③ BACKFILL MATERIAL. FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE INCH SIZE.
  - ④ NON-PRESSURE LATERAL LINE (PURPLE) IN PVC SCH 40 SLEEVE (PURPLE) MINIMUM TWICE THE DIAMETER OF THE LINE RUNNING THROUGH. ALL LATERAL LINES SHALL BE AT THE SAME DEPTH UNDER HARDSCAPE
  - ⑤ 3" DETECTABLE MARKING TAPE (PURPLE).
  - ⑥ BACKFILL SAND FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE-HALF INCH SIZE. 6" ABOVE AND 6" BELOW PRESSURE SUPPLY LINE
  - ⑦ #12 TRACER WIRE, TAPED TO TOP OF MAINLINE EVERY 10 FEET
  - ⑧ PRESSURE SUPPLY LINE (PURPLE) IN PVC SCH 40 SLEEVE (PURPLE) TWICE THE DIAMETER OF THE LINE RUNNING THROUGH
  - ⑨ SCH 40 PVC ELECTRICAL CONDUIT FOR ALL IRRIGATION WIRES. SEE LEGEND FOR CLASS, REFER TO SPECIFICATIONS FOR SIZES

**C TRENCH IN HARDSCAPE SECTION** SCALE: N.T.S.



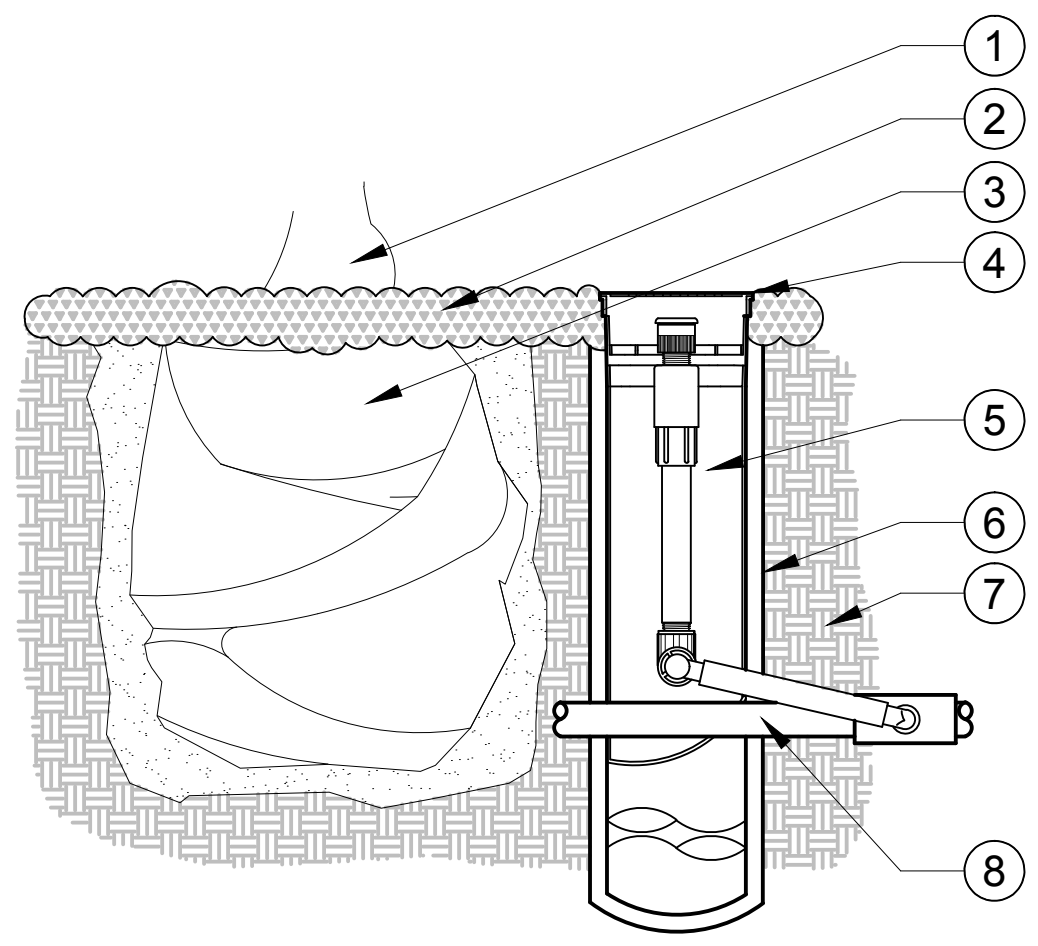
- LEGEND**
- ① CONTROL WIRE W/ 24" COILED EXPANSION LOOP
  - ② WATERPROOF WIRE CONNECTOR
  - ③ WATER VALVE I.D. TAG. (THREAD NYLON TIE THROUGH HOLE IN TAG)
  - ④ RECTANGULAR VALVE BOX WITH LID. SEE SPECIFICATIONS (DO NOT CUT ADDITIONAL HOLES IN BOX)
  - ⑤ CONTROL VALVE PER LEGEND, SIZE PER PLAN
  - ⑥ FINISH GRADE OF MULCH
  - ⑦ FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
  - ⑧ BACKFILL MATERIAL
  - ⑨ PVC SCH 80 MALE ADAPTER, 2 REQUIRED.
  - ⑩ PURPLE PRESSURE SUPPLY LINE FROM MANIFOLD
  - ⑪ GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE.
  - ⑫ PVC SCH 80 SINGLE UNION, MIPT X FIPT MODEL
  - ⑬ PURPLE NON-PRESSURE LATERAL LINE, SEE PLAN FOR SIZE
- NOTE:**  
A. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**D REMOTE CONTROL VALVE SECTION** SCALE: N.T.S.



- LEGEND**
- ① VALVE BOX WITH LID. SEE SPECIFICATIONS (DO NOT CUT ADDITIONAL HOLES IN BOX)
  - ② QUICK COUPLING VALVE, PURPLE CAP. REFER TO LEGEND.
  - ③ FINISH GRADE OF MULCH
  - ④ BACKFILL MATERIAL
  - ⑤ THREADED BRASS PIPE RISER. LENGTH AS REQUIRED, WRAP WITH PVC TAPE
  - ⑥ FILTER FABRIC (MIRAFI #140N, OR APPROVED EQUAL). WRAP 1 LAYER AROUND BOX, COVERING HOLES
  - ⑦ GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)
  - ⑧ BRASS 90 DEGREE ELL, WRAP WITH PVC TAPE.
  - ⑨ CONCRETE THRUST BLOCK. 1 CU.FT MINIMUM
  - ⑩ BRASS COUPLING WITH PVC SCH 80 MALE ADAPTER, SLIP X MIPT, ON PURPLE PVC PRESSURE SUPPLY LINE.
  - ⑪ THREADED BRASS NIPPLE. LENGTH AS REQUIRED, WRAP WITH PVC TAPE
- NOTES:**  
A. USE TEFLON TAPE ON ALL THREADED CONNECTIONS  
B. PROVIDE TWO (2) WRAPS (WITH 1/4" OVERLAP) BLACK PVC ADHESIVE TO ALL BRASS EXPOSED TO CEMENT.

**E QUICK COUPLING VALVE SECTION** SCALE: N.T.S.



- LEGEND**
- ① TREE PER PLANTING DETAILS
  - ② MULCH MATERIAL PER PLANTING PLANS
  - ③ TREE ROOTBALL AND PLANTING BACKFILL
  - ④ TOP OF PURPLE GRATE FLUSH WITH FINISH GRADE
  - ⑤ PRE-ASSEMBLED DEEP WATERING TUBE. REFER TO LEGEND FOR MODEL NUMBER
  - ⑥ FILTER FABRIC SLEEVE FILLED WITH SANDY BACKFILL SOIL
  - ⑦ EXISTING SUB-GRADE
  - ⑧ PURPLE PVC LATERAL LINE. SEE PLANS FOR SIZE AND CLASS
- NOTE:**  
1. POSITION UNITS SPACED EVENLY AROUND PLANTING PIT. NOT TO EXCEED 12" FROM EDGE OF ROOTBALL

**F TREE BUBBLER ASSEMBLY SECTION** SCALE: N.T.S.



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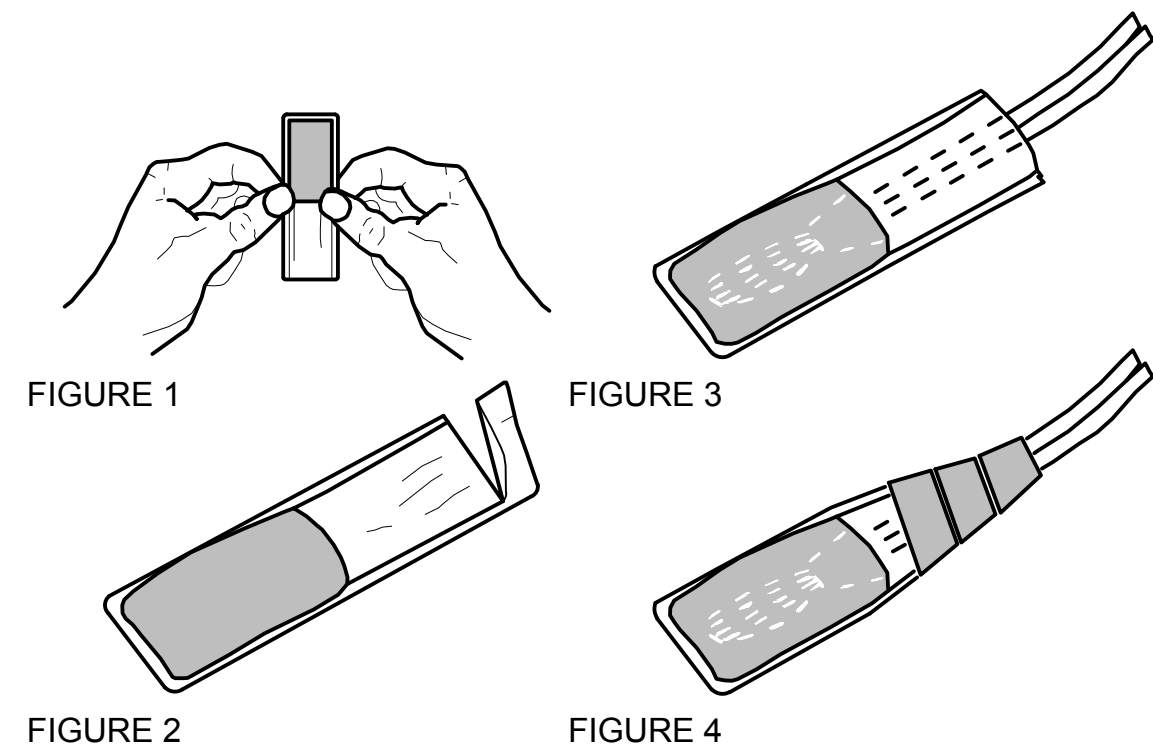
OCEANO ELEMENTARY SCHOOL  
INFILTRATION & FRONTAGE IMPROVEMENTS

IRRIGATION DETAILS  
LI-3.0  
OCEANO, CA

DRAWN BY DJ	DATE 5/19/2023	CA JOB NO. 210534
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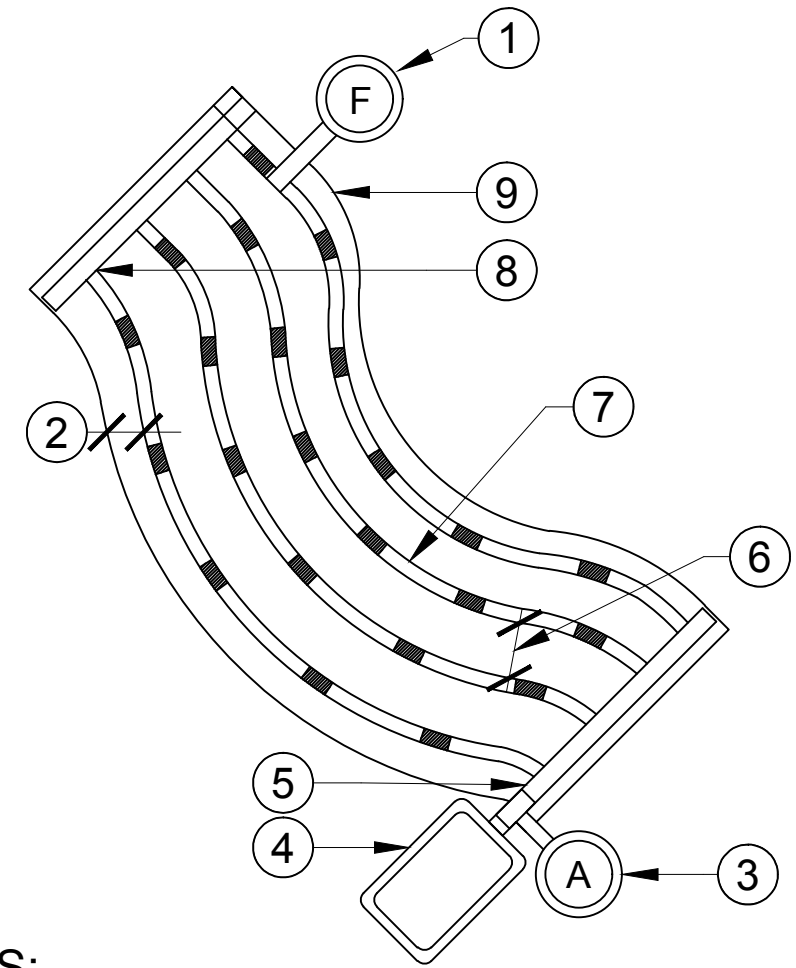


**NOTE:**

1. THE 3M SCOTCHCAST CONNECTOR SEALING PACK 3570G-N SHOULD REMAIN SEALED IN THE GUARD BAG (WHILE ALUMINIZED BAG) UNTIL READY TO USE. IN COLD WEATHER, WARM CLOSED MIXING POUCH TO 50°F OR WARMER PRIOR TO MIXING. KEEP IN WARM AREA, SUCH AS TRUCK CAB OR INSIDE POCKET, UNTIL READY TO USE. PER MANUFACTURER'S INSTRUCTIONS.

**INSTALLATION STEPS**

- 1 THOROUGHLY CLEAN AND DRY THE SURFACE OF THE SUBSTRATE TO WHICH THE MATERIAL IS DESIRED TO BOND.
- 2 REMOVE GUARD BAG, USING CAUTION NOT TO DAMAGE INNER BAG.
- 3 GRIP BOTH EDGES OF BAG AT THE CENTER BARRIER (FIGURE 1) AND WRINKLE AND FLEX THE BAG ACROSS THE BARRIER. THIS WILL WEAKEN THE BARRIER.
- 4 SQUEEZE THE CLEAR SIDE OF THE RESIN, FORCING THE RESIN THROUGH THE CENTER BARRIER.
- 5 MIX THOROUGHLY TO A UNIFORM COLOR BY SQUEEZING CONTENTS BACK AND FORTH 25-30 TIMES.
- 6 SQUEEZE RESIN TO ONE END OF BAG AND CUT OFF OTHER END. (FIGURE 2)
- 7 SLOWLY INSERT CONNECTION INTO SEALING PACK UNTIL IT FITS SNUGLY AGAINST THE OPPOSITE END. (FIGURE 3)
- 8 WRAP OPEN END OF BAG WITH SCOTCH SUPER 33+ VINYL ELECTRICAL TAPE AND POSITION THE TAPED END UP UNTIL RESIN GELS (8-12 MIN. @ 73°F). (FIGURE 4)



**LEGEND:**

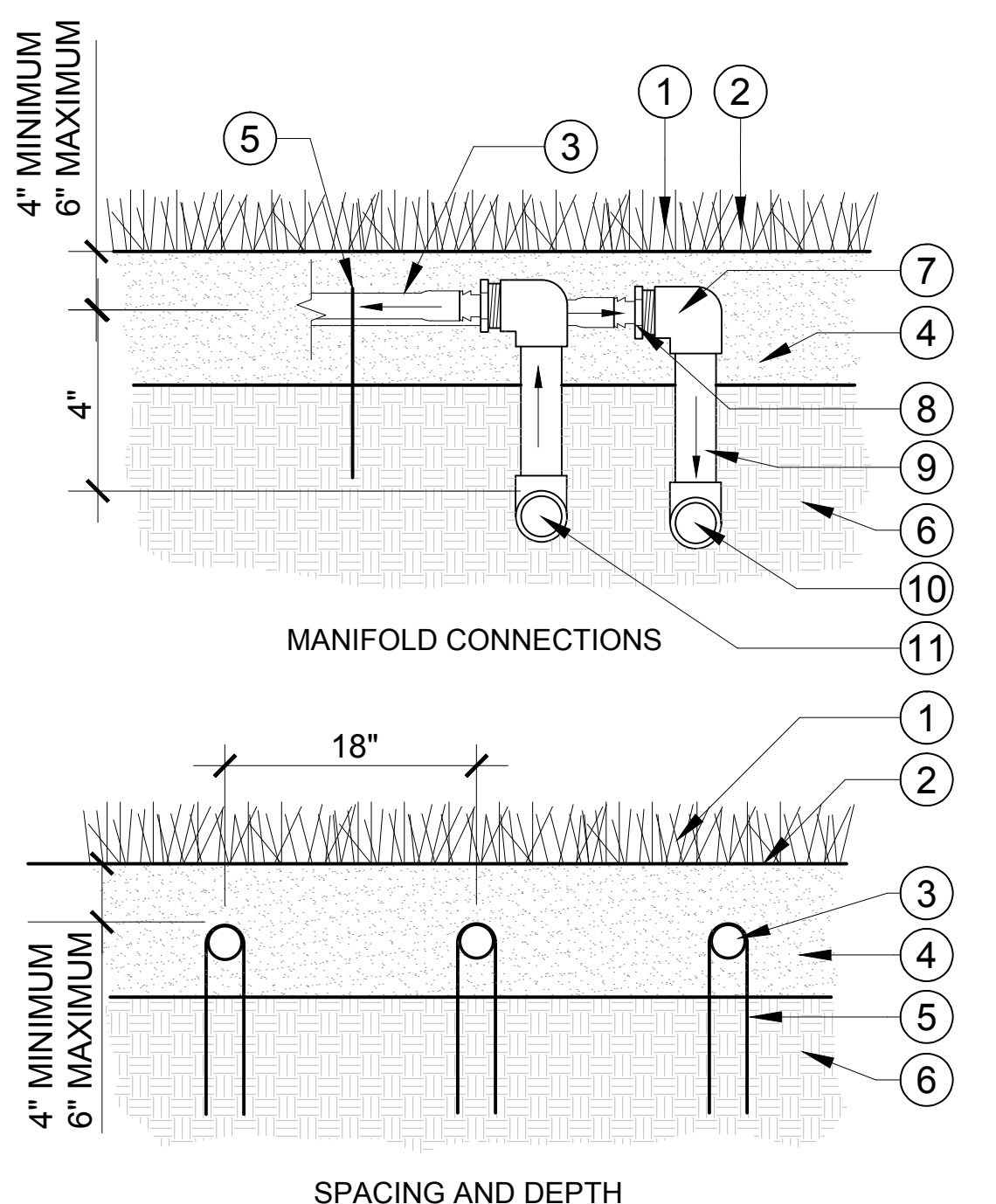
- 1 DRIP END FLUSH VALVE
- 2 PERIMETER TUBING 3" FROM EDGE OF HARDSCAPE. CENTER TUBING IN LONG LINEAR PLANTING AREAS
- 3 AIR VACUUM RELIEF VALVE (PLUMBED TO PURPLE PVC PIPE AT HIGHEST ELEVATION IN SYSTEM)
- 4 REMOTE CONTROL VALVE W/BALL VALVE, DRIP FILTER & PRESET PRESSURE REGULATOR
- 5 PURPLE PVC SCH 40 NON-PRESSURE SUPPLY LINE MANIFOLD
- 6 18" SPACING
- 7 DRIPLINE (STRICTLY PARALLEL AT ALL TIMES, WITH DRIP OUTLETS TRIANGULATED)
- 8 BARBED TEE/ ELL (AS REQUIRED)
- 9 AREA PERIMETER

**NOTES:**

1. THIS DETAIL IS INTENDED TO INDICATE GENERAL COMPONENTS AND LAYOUT. DRIPLINES ARE TO OCCUR ON EACH SIDE OF SUPPLY LINE MANIFOLD AS IF MIRRORED.
2. DRIP SYSTEM SHOWN ON PLAN CANNOT INDICATE ALL FORESEEN OR UNFORESEEN OBSTACLES (BOULDERS, FIXTURES, ETC.), PROVIDE NECESSARY FITTINGS, TUBING, AND PIPING AS REQUIRED TO PROVIDE COMPLETE WATER COVERAGE FOR LANDSCAPE PLANTINGS.
3. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**LEGEND:**

- 1 PLANT MATERIAL PER PLANTING PLAN
  - 2 FINISH GRADE
  - 3 EMITTER DRIPPERLINE. SEE LEGEND
  - 4 AMENDED BACKFILL
  - 5 PVC COATED TUBING STAPLE. SALCO DTS-140-900, 9" LONG, OR EQUAL. 1 PER EVERY 3 FT DRIPLINE. AT EACH CHANGE IN DIRECTION AND PUSHED INTO ROOT BALL
  - 6 EXISTING SUBGRADE
  - 7 PVC SCH 40 ELL, LINE SIZE SLIP X 1/2" FIPT
  - 8 1/2" BARBED MALE ADAPTER
  - 9 RISER FROM LATERAL DEPTH. LENGTH AS REQUIRED
  - 10 PURPLE LATERAL LINE. REFER TO PLAN FOR SIZE
  - 11 PURPLE EXHAUST HEADER WITH LINE SIZE SLIP TEE
- NOTE:**
1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.



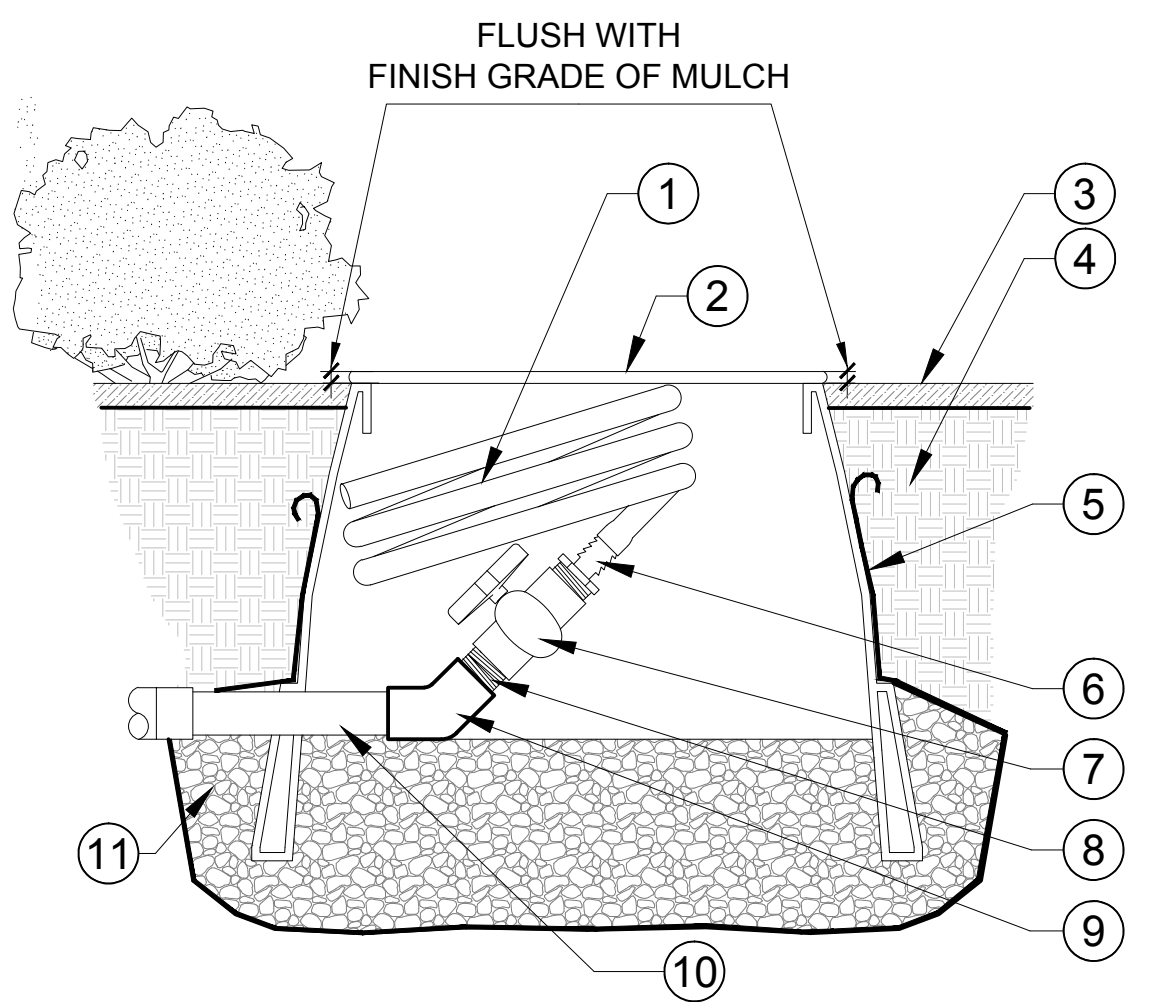
**A WATERPROOF WIRE CONNECTOR**  
ISOMETRIC SCALE: NTS

**B DRIPLINE TUBING SPACING & LAYOUT**  
PLAN SCALE: NTS

**C SUBSURFACE DRIPPERLINE**  
SECTION SCALE: NTS

**LEGEND**

- 1 18" MINIMUM LENGTH OF 1/2" SILICONE HOSE
- 2 VALVE BOX, (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 3 FINISH GRADE OF MULCH
- 4 BACKFILL MATERIAL
- 5 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 6 PVC SCH 40, 3/4" MIPT X 1/2" BARB HOSE ADAPTER
- 7 PVC SCH 40, 3/4" FIPT X FIPT BALL VALVE
- 8 PVC SCH 40, 3/4" THREADED NIPPLE
- 9 PVC SCH 40, 45 DEGREE ELL
- 10 TERMINAL END OF PURPLE NON-PRESSURE LATERAL LINE, 3/4" SIZE, (USE BARBED FITTINGS IF THIS OPTION)
- 11 GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)

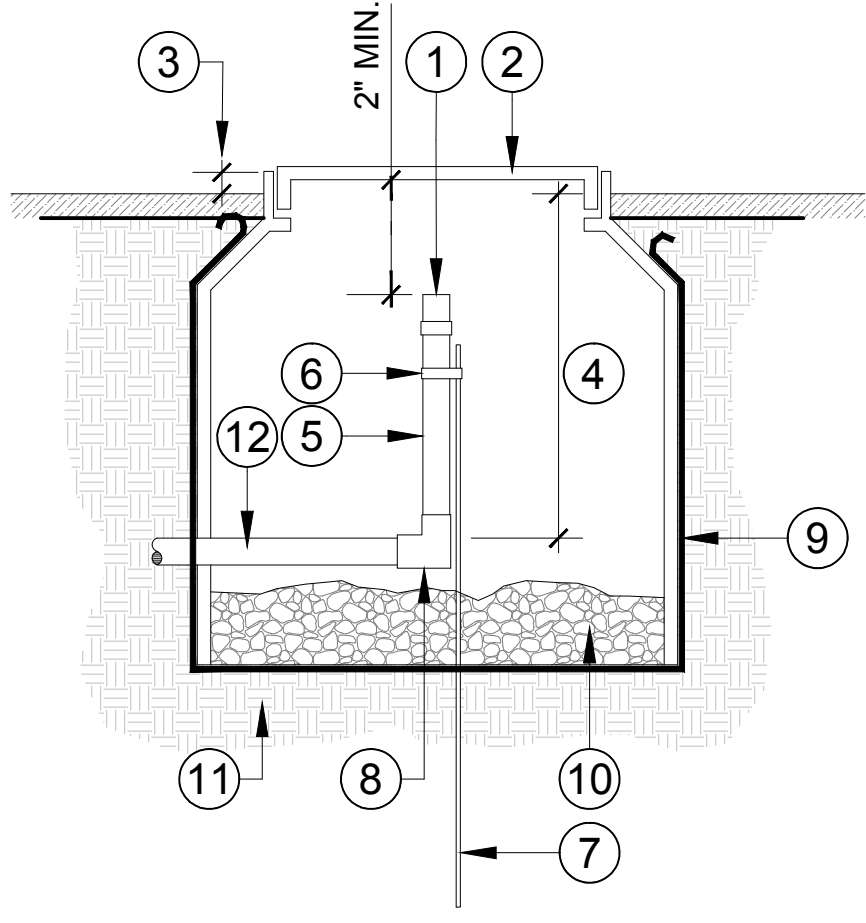


**NOTE:**

1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**LEGEND**

- 1 AIR VACUUM RELIEF VENT
- 2 VALVE BOX W/LOCKING LID (SEE SPECIFICATIONS)
- 3 FLUSH WITH FINISH GRADE OF MULCH
- 4 SEE TRENCHING DETAILS FOR DEPTH
- 5 PVC SCH 80 THD'D RISER W/ ADAPTER (LENGTH AS REQUIRED)
- 6 PLASTIC STRAP/TIE
- 7 #3 REBAR - 12" MIN. LONG
- 8 PVC SCH 40 ELL (SS)
- 9 FILTER FABRIC (MIRAFI #140N) WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 10 PEA GRAVEL SUMP (MIN. 1 CU FT)
- 11 UNDISTURBED/ COMPACTED SUBGRADE
- 12 PURPLE PVC SCH 40 LATERAL LINE OR DRIPLINE (USE BARBED FITTINGS IF THIS OPTION)

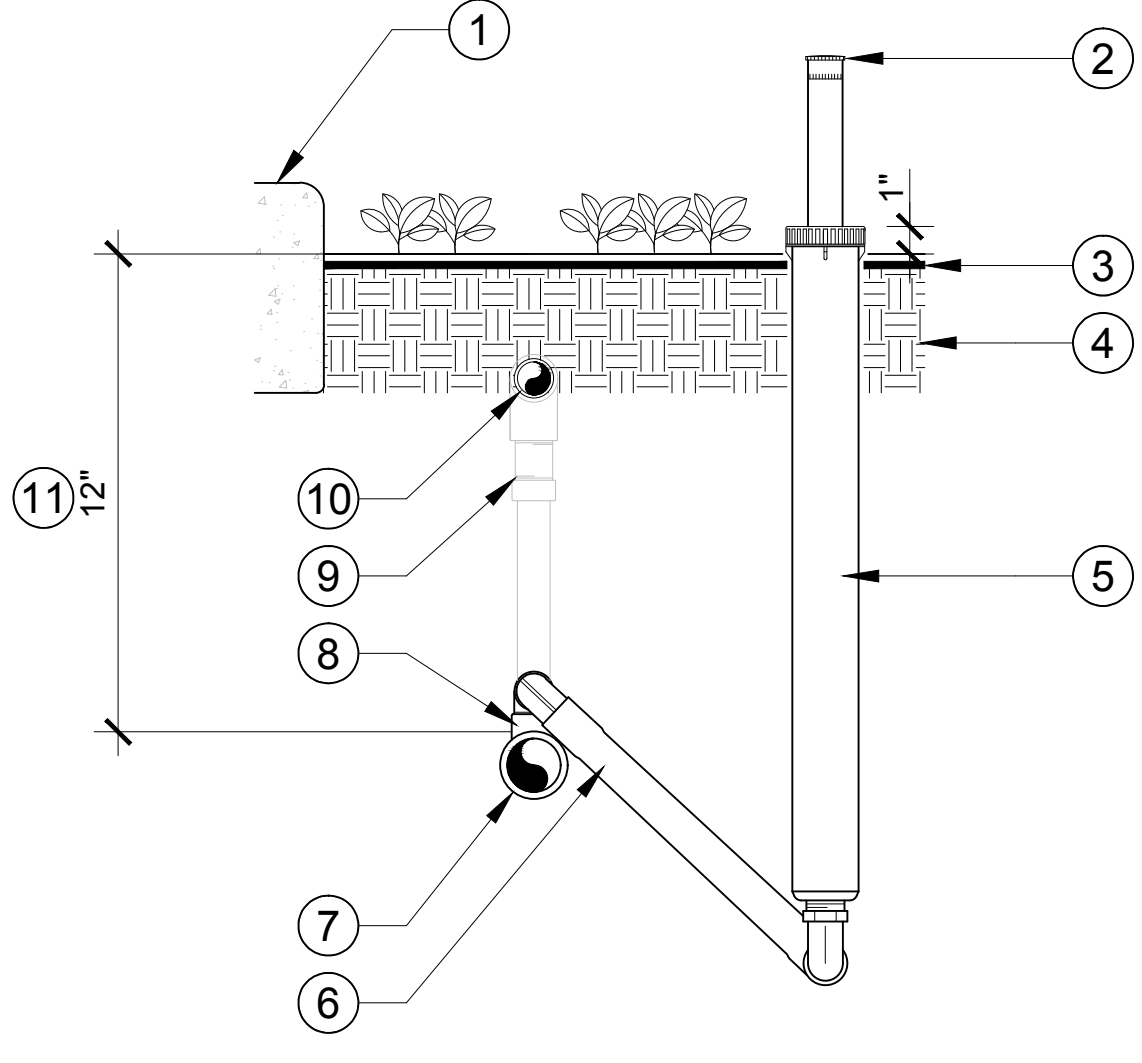


**NOTES:**

1. INSTALL VALVE AT HIGHEST POINT OF SYSTEM.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**LEGEND**

- 1 PAVEMENT OR EDGE OF PLANTED AREA
- 2 POP-UP INDICATOR CAP ON POP-UP RISER
- 3 INSTALL POP-UP INDICATOR HEAD 1/2" ABOVE FINISHED GRADE IN SHRUB AND GROUND COVER AREAS
- 4 AMENDED SOIL
- 5 HUNTER ECO-ID, 6" POP-UP HEAD
- 6 PRE-ASSEMBLED POLY, TRIPLE SWING JOINT, 1/2" LAY LENGTH, HUNTER, MODEL #SJ512, OR APPROVED EQUAL
- 7 DRIP SYSTEM EXHAUST HEADER, PURPLE PVC SCH 40 PIPE AND PVC SCH 40 TEE AND SIZE AS SHOWN ON LEGEND
- 8 SCH 40 PVC SxSxT TEE FITTING, LATERAL X LATERAL X 1/2" SIZE WITH FIPT THREADS (TWO TOTAL AT LOCATION)
- 9 DRIP LATERAL CONNECTION, PURPLE PVC SCH 40 PIPE AND PVC SCH 40 TEE (SxSxS) OR ELL (SxS) FITTING
- 10 PURPLE SUBSURFACE DRIP TUBING, DEPTH AS SHOWN ON LEGEND AND DETAIL
- 11 PURPLE EXHAUST HEADER SHALL BE INSTALLED 10" MIN. BELOW FINISHED SOIL GRADE, TYPICAL



**NOTES:**

1. INSTALL INDICATOR HEAD A MIN. 30" FROM THE EDGE OF PAVING OR THE PLANTER EDGE.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

**D MANUAL DRIP FLUSH VALVE**  
SECTION SCALE: NTS

**E DRIP AIR / VACUUM RELIEF VALVE**  
SECTION SCALE: NTS

**F DRIP OPERATION INDICATOR**  
SECTION SCALE: NTS



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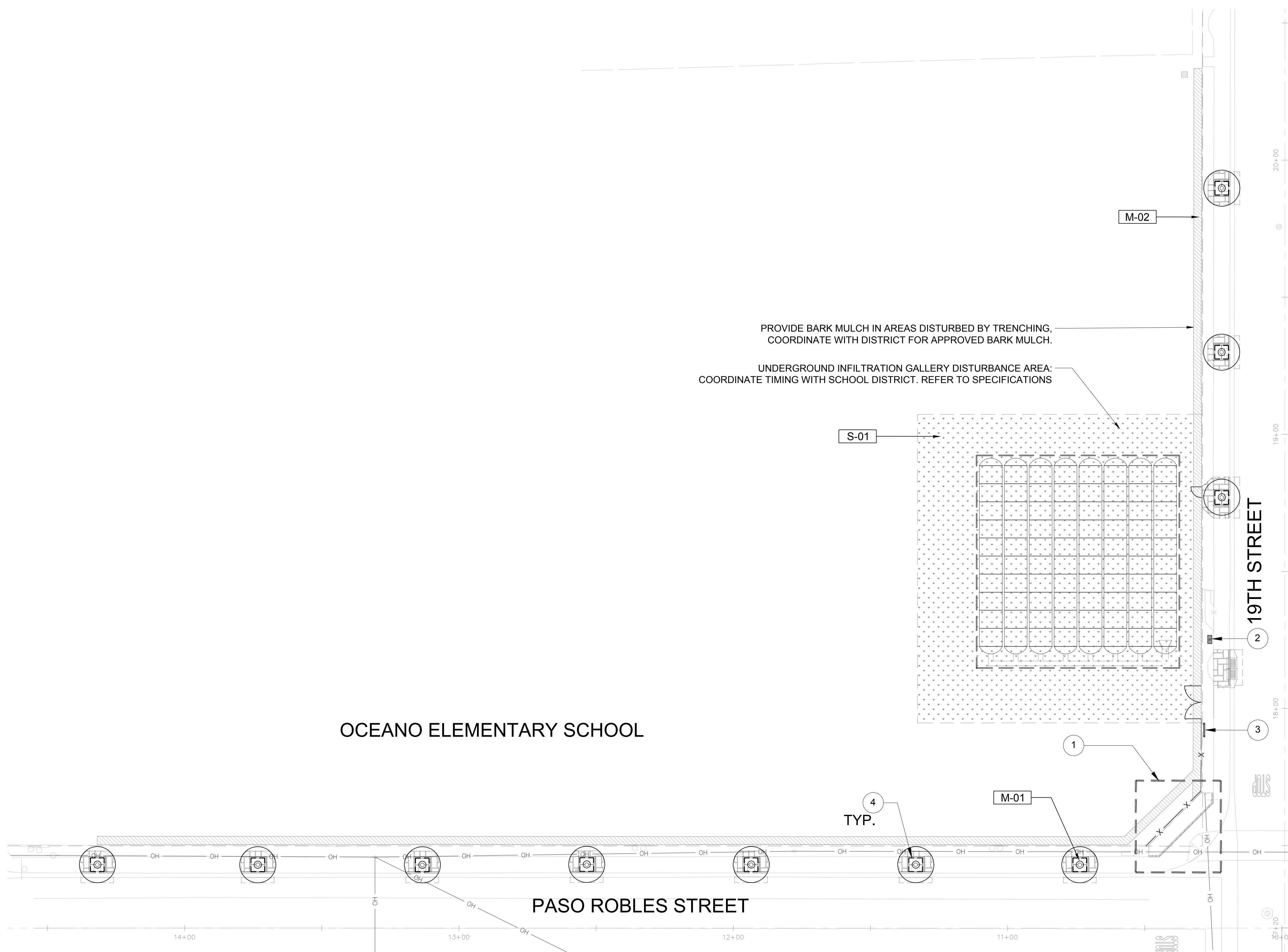
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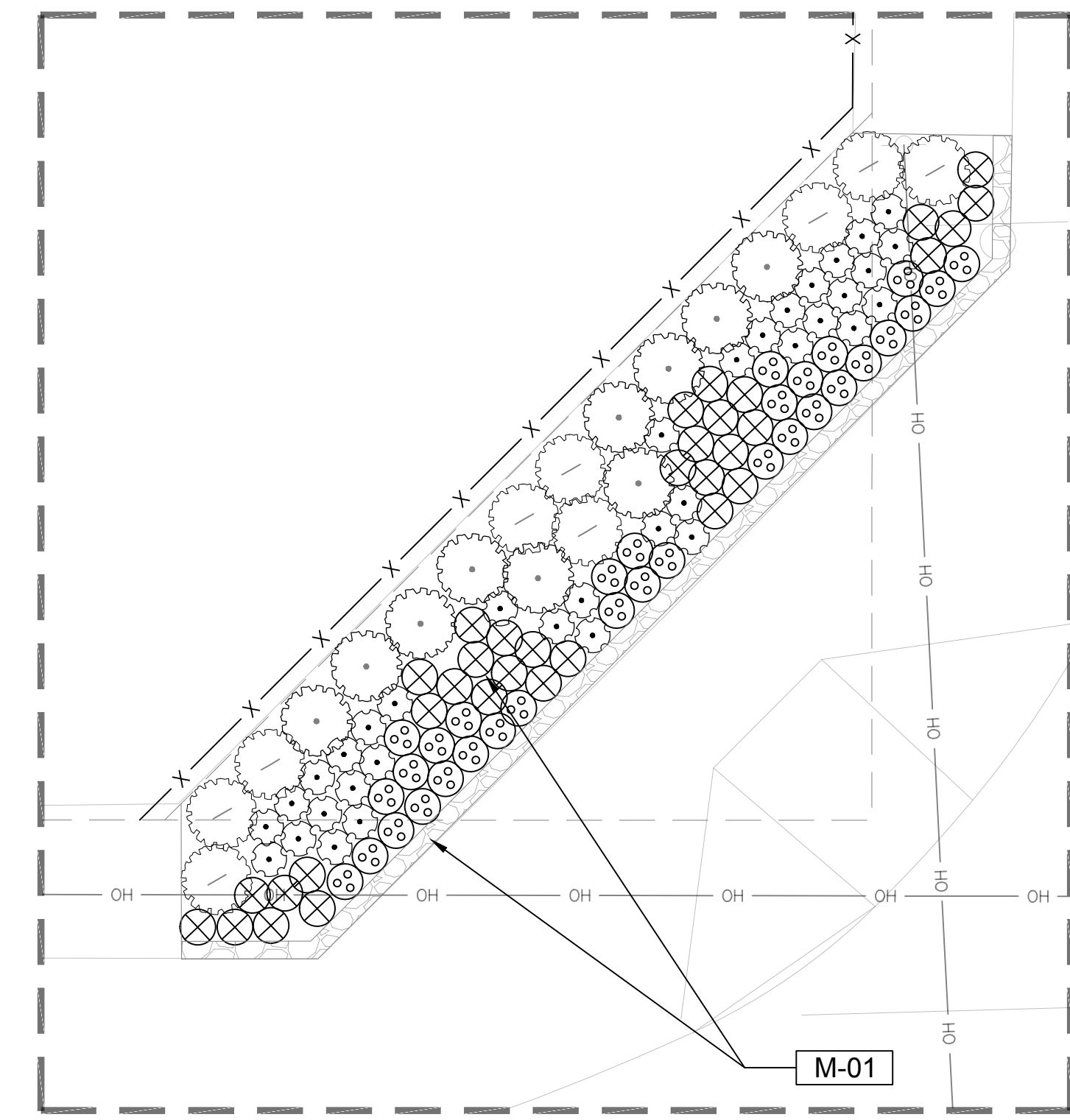




PLANT SCHEDULE (PARTIAL)			
TREES	CODE	BOTANICAL / COMMON NAME	QTY
	CER OCC	CERCIS OCCIDENTALIS STD / WESTERN REDBUD	10
SHRUBS	CODE	BOTANICAL / COMMON NAME	QTY
	ACH APP	ACHILLEA MILLEFOLIUM 'APPLE BLOSSOM' / APPLE BLOSSOM COMMON YARROW	9
	ACH SCS	ACHILLEA MILLEFOLIUM 'SONOMA COAST' SONOMA COAST COMMON YARROW	10
	ESC CAL	ESCHSCHOLZIA CALIFORNICA 'ORANGE KING' / ORANGE KING CALIFORNIA POPPY	32
	FES IDA	FESTUCA IDAHOENSIS / IDAHO FESCUE	34
	LUP ALB	LUPINUS ALBRIFRONS VAR. COLLINUS / DWARF SILVER BUSH LUPINE	35

- SHEET NOTES**
- REFER TO SHEET LP-2.0 FOR FULL PLANT AND SOIL LEGENDS.
  - APPLY PEA GRAVEL MULCH IN ALL PLANTER AREAS.

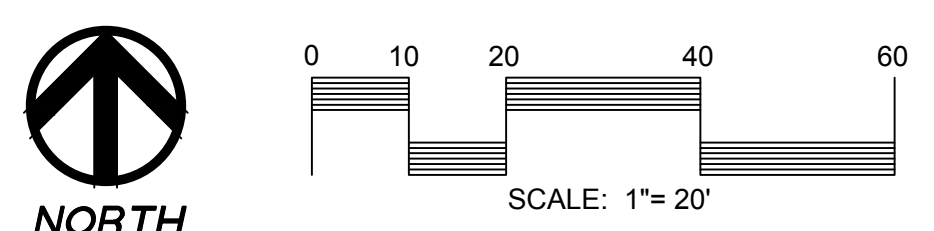
- KEY NOTES**
- REFER TO ENLARGEMENT 'A' THIS SHEET FOR SHRUBS AND GROUNDCOVER IN THIS LOCATION.
  - INTERPRETIVE SIGN: REFER TO DETAIL A,B / SHEET LP-4.0
  - CONSTRUCTION SIGN: REFER TO DETAIL C,D / SHEET LP-4.0
  - ROOT BARRIER, REFER TO DETAIL B, SHEET LP-3.0



**A** PLANTING ENLARGEMENT  
 PLAN SCALE: 1/4" = 1'-0"

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 INFILTRATION & FRONTAGE IMPROVEMENTS

PLANTING PLAN  
 LP-1.0  
 OCEANO, CA

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CHECKED BY	SCALE	SHEET 18 OF 29

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**PLANTING NOTES:**

- ALL FINISH GRADING AND LANDSCAPE OPERATIONS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE PROJECT DRAWINGS, DETAILS, AND PROJECT SPECIFICATIONS. REFER TO PROJECT SPECIFICATIONS FOR ALL PLANTING REQUIREMENTS.
- SEE SHEET LP-3.0 FOR PLANTING DETAILS. SEE LANDSCAPE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER AND THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY CHANGED CONDITIONS WHICH OCCUR ON PROJECT SITE WHICH ARE NOT REFLECTED ON PLANS.
- REMOVE ALL WEEDS, DEBRIS, AND ROCKS LARGER THAN ONE-HALF-INCH (1/2") FROM ALL PLANTING AREAS, AND DISPOSE OF APPROPRIATELY OFF-SITE.
- FINISH GRADE OF SOIL SHALL BE TWO - INCHES (2") BELOW ADJACENT FINISH PAVING SURFACE OR CURB IN SHRUB AND GROUNDCOVER AREAS EXCEPT IN RECESSED BIORETENTION AREAS.
- CONTRACTOR SHALL INSTALL A THREE - INCH (3") LAYER OF ROCK/COBBLE MULCH IN ALL SHRUB AND GROUNDCOVER AREAS WITH SLOPES LESS THAN 3:1 GRADIENT. SUBMIT SAMPLE FOR APPROVAL BY RESIDENT ENGINEER AND LANDSCAPE ARCHITECT. REFER TO SPECIFICATIONS.
- ALL SLOPES 2:1 OR GREATER ARE TO BE STABILIZED WITH JUTE MESH PRIOR TO PLANTING. DO NOT INSTALL JUTE MESH ON SEEDED SLOPES. REFER TO SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE ELECTRONIC PHOTOGRAPHS OF ALL TREES FOR APPROVAL, PRIOR TO PURCHASE AND INSTALLATION. REFER TO SPECIFICATIONS.
- TREE LOCATIONS MAY BE ADJUSTED TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES. CONSULT WITH LANDSCAPE ARCHITECT OR RESIDENT ENGINEER PRIOR TO ADJUSTMENT OF TREE LOCATIONS.
- CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER AT THE TIME OF DELIVERY OF ANY PLANT MATERIAL WHICH HAS BEEN DAMAGED OR IS IN POOR CONDITION. THE RESIDENT ENGINEER SHALL DETERMINE ACCEPTABILITY OF SUBJECT PLANT MATERIAL.
- PLANT MATERIAL SHALL BE INSPECTED BY THE RESIDENT ENGINEER OR LANDSCAPE ARCHITECT BEFORE PLANTING. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY THE RESIDENT ENGINEER OR LANDSCAPE ARCHITECT DUE TO POOR CONDITION, FORM, OR DAMAGE PRIOR TO, DURING, OR AFTER THE PLANTING PROCESS.
- AT LEAST ONE PLANT OF EACH SPECIES DELIVERED TO THE SITE SHALL HAVE AN IDENTIFICATION TAG FROM THE SUPPLYING NURSERY SHOWING BOTH COMMON AND SCIENTIFIC NAMES.
- THE PLANTING PLANS ARE DIAGRAMMATIC. PLANT MATERIALS SHALL BE SPOTTED AS SHOWN ON THE DRAWINGS. TREE LOCATIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE EXCAVATION OF PLANTING PITS AND REMOVAL FROM CONTAINERS. FINAL LAYOUT OF ALL OTHER PLANT MATERIALS SHALL BE APPROVED IN THE FIELD BY THE RESIDENT ENGINEER OR LANDSCAPE ARCHITECT PRIOR TO PLANTING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND SQUARE FOOTAGES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING PLANT MATERIALS SUFFICIENT TO COVER AREAS SHOWN ON THE DRAWINGS AT THE SPECIFIED SPACING.
- NURSERY STAKES ARE TO BE REMOVED AFTER PLANTING TREES AND INSTALLATION OF STAKING OR GUYING, AS SHOWN ON PLANS.
- CONTRACTOR SHALL SUBMIT AN AGRICULTURAL SUITABILITY AND FERTILITY ANALYSIS REPORT, AS NOTED IN THE PLANTING SPECIFICATIONS, TO THE LANDSCAPE ARCHITECT AND THE RESIDENT ENGINEER FOR APPROVAL PRIOR TO ANY PLANTING WORK OR SOIL AMENDMENT INCORPORATION. THE RECOMMENDATIONS OF THE SOILS ANALYSIS REPORT FOR TOPSOIL AMENDMENT AND BACKFILL MIX AMENDMENT SHALL SUPERSEDE THE RECOMMENDATIONS LISTED IN THE SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE LANDSCAPE WORK WITH THE WORK OF OTHER TRADES AND PROFESSIONS. CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE DURING THE COURSE OF CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF EXISTING PROPOSED UTILITIES WITHIN THE PROJECT LIMITS WHICH MAY BE AFFECTED BY INSTALLATION. IMMEDIATELY CONTACT THE LANDSCAPE ARCHITECT IF A CONFLICT IS EVIDENT.
- REMOVE ALL TYING MATERIALS, MARKING TAPES, AND NURSERY STAKES AT THE TIME OF PLANTING.
- CONTRACTOR SHALL PROTECT EXISTING VEGETATION AND OTHER IMPROVEMENTS OUTSIDE THE LIMITS OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY DAMAGES INCURRED DURING CONSTRUCTION.

- THE MAINTENANCE PERIOD SHALL BEGIN ONLY UPON WRITTEN ACCEPTANCE OF THE COMPLETED PLANTED AREAS BY THE LANDSCAPE ARCHITECT AND THE RESIDENT ENGINEER.
- PROVIDE MATCHING FORMS AND SIZES FOR ALL PLANT MATERIAL WITHIN EACH SPECIES AND SIZE DESIGNATED BY THE DRAWINGS.
- ALIGN AND EQUALLY SPACE, IN ALL DIRECTIONS, ALL PLANT MATERIAL WITHIN EACH SPECIES SO DESIGNATED PER THESE NOTES AND DRAWINGS.
- FURNISH ALL DELIVERY SLIPS OF THE SPECIFIED AMENDMENTS TO THE CONSTRUCTION MANAGEMENT SUPERVISOR AND LANDSCAPE ARCHITECT FOR REVIEW AFTER PLANT INSTALLATION. IF IT IS DETERMINED MORE AMOUNTS ARE NEEDED, CONTRACTOR WILL BE REQUIRED TO ADD INTO SOIL WITH OBSERVATION OR PROVIDE CREDIT BACK TO OWNER.
- ALL PLANTING AREAS SHALL BE GRADED TO HAVE POSITIVE DRAINAGE (2% MIN.) AWAY FROM THE BUILDING WALLS AND STRUCTURES AND TOWARDS AREA DRAINS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING LANDSCAPE WITHIN SCOPE AREA. ALL PLANTING WITHIN SCOPE OF WORK AREAS ARE TO BE KEPT FREE OF LITTER AND DEBRIS. ALL PLANTS SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. ALL DISEASED OR DEAD PLANTS SHALL BE REPLACED IMMEDIATELY. REPLACE PLANTINGS IF DAMAGED, WITH LIKE SIZE, DURING CONSTRUCTION.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REPLACEMENT OF ALL PLANTINGS DAMAGED DURING IRRIGATION REPAIR OR PLANTING INSTALLATION.

**MINIMUM TREE SEPARATION DISTANCE**

IMPROVEMENT	MINIMUM DISTANCE TO STREET TREE
TRAFFIC SIGNAL, STOP SIGN	20 FEET
UNDERGROUND UTILITY LINES	5 FEET
SEWER LINES	10 FEET
ABOVE GROUND UTILITY STRUCTURES (TRANSFORMERS, HYDRANTS, UTILITY POLES, ETC)	10 FEET
DRIVEWAYS	10 FEET
RESIDENTIAL STREETS RATED AT 25 MPH OR LOWER	5 FEET
INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS)	25 FEET

**PLANT SCHEDULE**

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	MIN HEIGHT	MIN WIDTH	QTY	REMARKS	DETAIL
	CER OCC	CERCIS OCCIDENTALIS STD WESTERN REDBUD	36" BOX	VERY LOW	11'-13'	5'-6"	10	MINIMUM BARE TRUNK HEIGHT 8FT PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL M-5.	A, B, D / LP-3.0
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	MIN HEIGHT	MIN WIDTH	QTY	REMARKS	DETAIL
	ACH APP	ACHILLEA MILLEFOLIUM 'APPLE BLOSSOM' APPLE BLOSSOM COMMON YARROW	1 GAL	LOW	0'-6"	0'-6"	9	GREEN AND BUSHY	C / LP-3.0
	ACH SCS	ACHILLEA MILLEFOLIUM 'SONOMA COAST' SONOMA COAST COMMON YARROW	1 GAL	LOW	0'-6"	0'-6"	10	GREEN AND BUSHY	
	ESC CAL	ESCHSCHOLZIA CALIFORNICA 'ORANGE KING' ORANGE KING CALIFORNIA POPPY	4"POT	VERY LOW	0'-4"	0'-2"	32	FULL AND BUSHY, GOOD COLOR	
	FES IDA	FESTUCA IDAHOENSIS IDAHO FESCUE	4"POT	VERY LOW	0'-4"	0'-2"	34	FULL CLUMPS, GOOD COLOR	
	LUP ALB	LUPINUS ALBIFRONS VAR. COLLINUS DWARF SILVER BUSH LUPINE	4" POT	VERY LOW	0'-4"	0'-2"	35	FULL AND BUSHY, GOOD COLOR	

**GRASS SEED LEGEND**

KEY	SYMBOL	SPECIES	APPLICATION	NOTES AND REMARKS	SUPPLIER INFORMATION	DETAIL
S-01		WHITTET-KIKUYU GRASS -95% MINIMUM PURITY -80% MINIMUM GERMINATION	BROADCAST SEED AT A RATE OF 2 LBS PER 1000 SQUARE FEET WITHIN ENTIRE DISTURBANCE AREA OF EXISTING SPORTS LAWN.	REFER TO SPECIFICATIONS AND MANUFACTURER RECOMMENDATIONS.	STOVER SEED COMPANY 9180 SAN FERNANDO ROAD, SUN VALLEY, CA 91352	-

**SITE MULCH LEGEND**

KEY	SYMBOL	DESCRIPTION	COLOR AND FINISH	NOTES AND REMARKS	SUPPLIER INFORMATION	DETAIL
M-01		3/4" PEA GRAVEL	CALIFORNIA GOLD	3" MINIMUM LAYER, WITHIN ALL PLANTING AREAS	AIR VOL BLOCK: 1 SUBURBAN RD, SAN LUIS OBISPO, CA 93401	-
M-02		BARK MULCH	WALK-ON BARK MULCH, BROWN	3" MINIMUM LAYER IN AREAS OF DISTURBANCE, SEE PLAN	AIR VOL BLOCK: 1 SUBURBAN RD, SAN LUIS OBISPO, CA 93401	-



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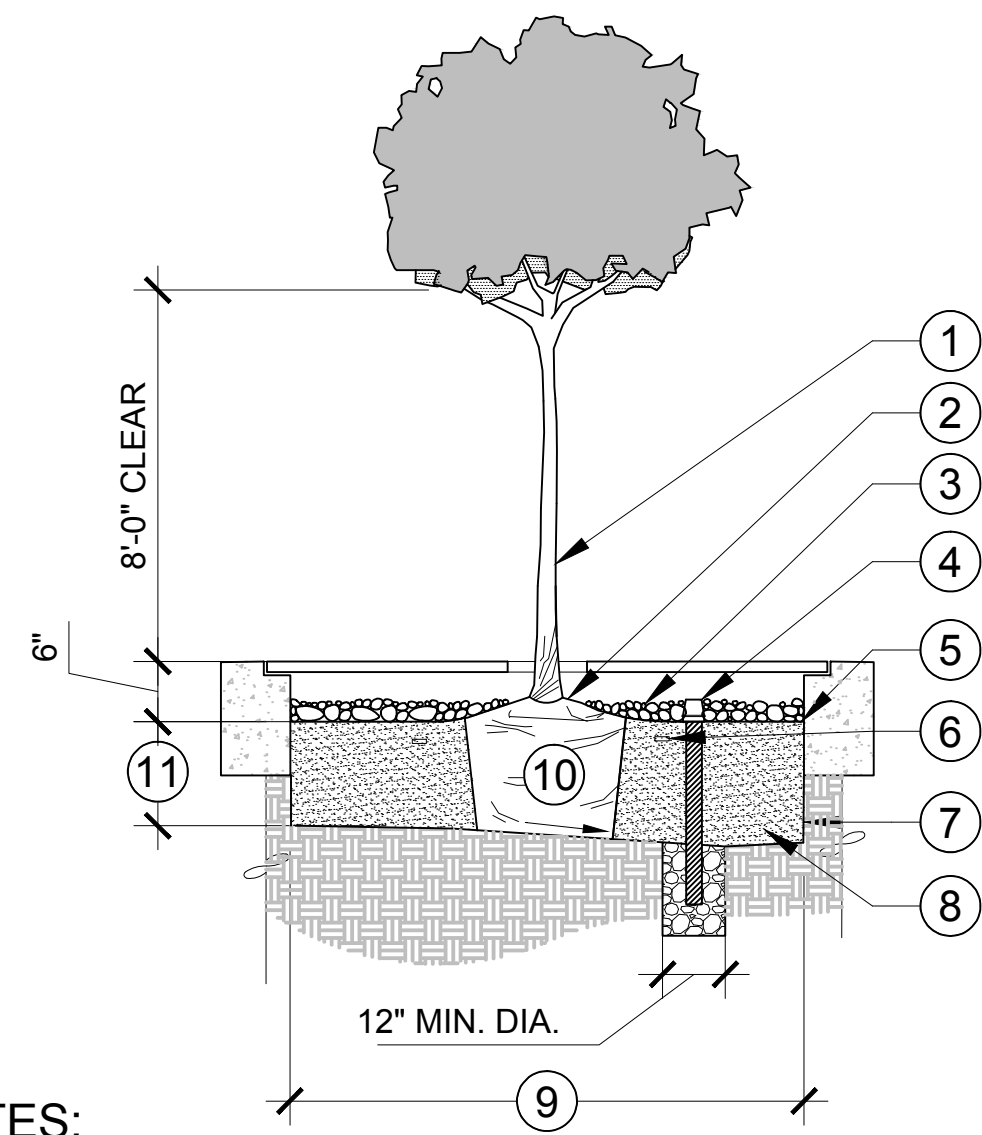
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OCEANO ELEMENTARY SCHOOL  
 INFILTRATION & FRONTAGE IMPROVEMENTS

PLANTING NOTES AND LEGEND  
**LP-2.0**  
 OCEANO, CA

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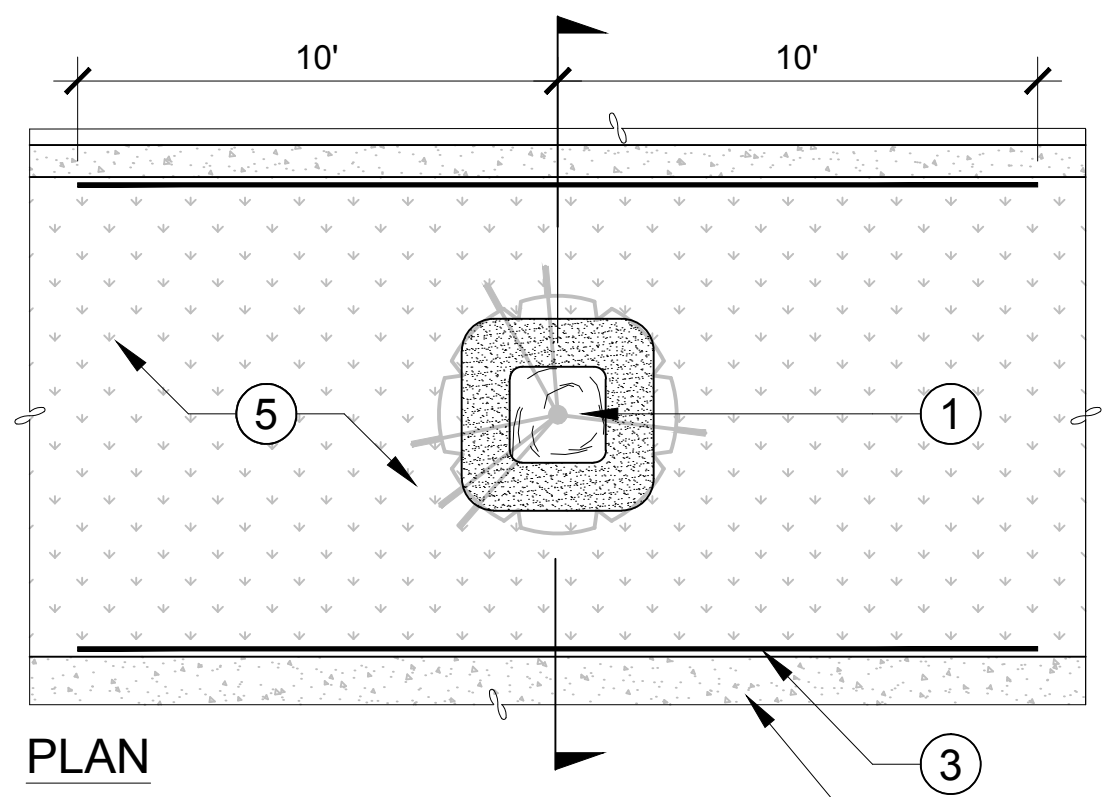
- LEGEND**
- ① TREE TRUNK
  - ② TREE COLLAR (PLANT PER SPECS)
  - ③ PEA GRAVEL MULCH, REFER TO LEGEND AND PLANTING NOTES FOR DEPTH AND TYPE
  - ④ TREE OBSERVATION TUBE
  - ⑤ FINISH GRADE
  - ⑥ PLANT TABLETS (3" BELOW GRADE)
  - ⑦ PLANTING PIT W/ ROUGHENED SIDES
  - ⑧ AMENDED BACKFILL MIX (PUDDLE AND SETTLE) REFER TO SPECIFICATIONS
  - ⑨ WIDTH OF TREE WELL
  - ⑩ ROOTBALL
  - ⑪ DEPTH OF ROOTBALL

**NOTES:**

A. REFER TO NOTES AND LEGEND, SHEET LP- 2.0 FOR PLANTING PROCEDURES AND ADDITIONAL INFORMATION.

B. REMOVE FROM BOX WITH AS LITTLE DISTURBANCE TO THE ROOTBALL AS POSSIBLE.

**A TREE WELL PLANTING WITH OBSERVATION TUBE SECTION** SCALE: N.T.S.



- LEGEND**
- ① TREE TRUNK PER PLANTING LEGEND AND DETAILS
  - ② ADJACENT HARDSCAPE EDGE, FINISH GRADE OF PLANTING AREA TO BE 2" BELOW
  - ③ ROOT BARRIER AS REQUIRED (SEE NOTES BELOW)
  - ④ TOPSOIL AND SUBGRADE PER CIVIL PLANS
  - ⑤ ADJACENT GROUNDCOVER OR SHRUB PLANTING

**NOTES:**

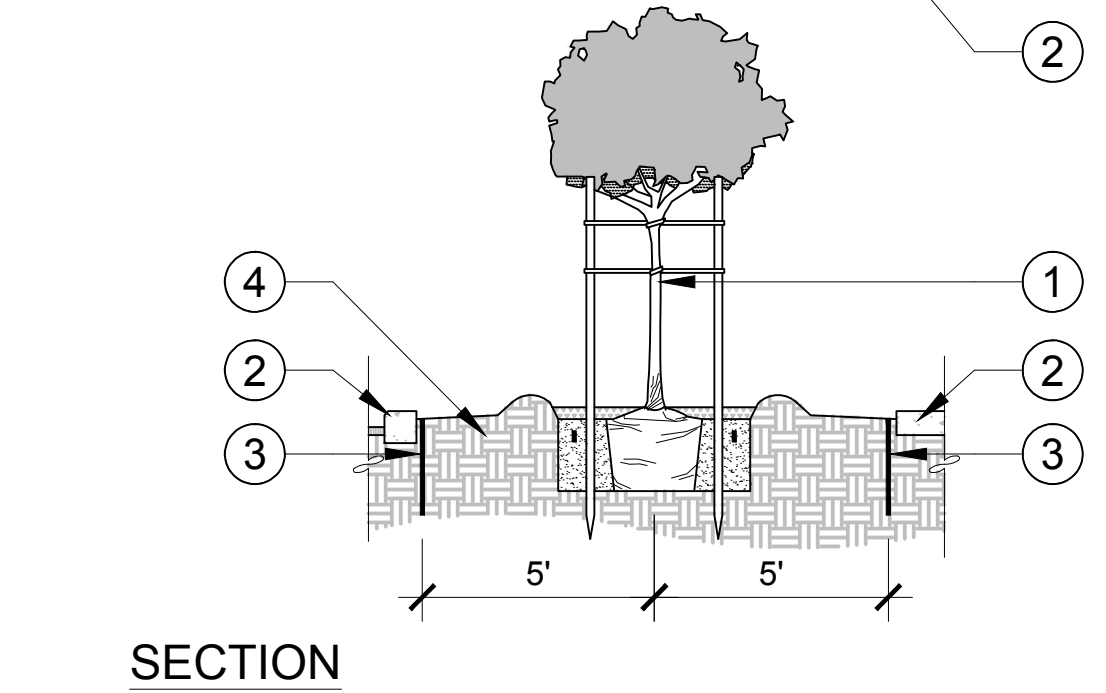
A. ROOT BARRIERS SHALL BE INSTALLED WHEN TREES ARE WITHIN 5' OF HARDSCAPE U.N.O.

B. WHERE POSSIBLE INSTALL 10' EACH SIDE OF TRUNK MEASURED PARALLEL TO HARDSCAPE X 24" DEEP.

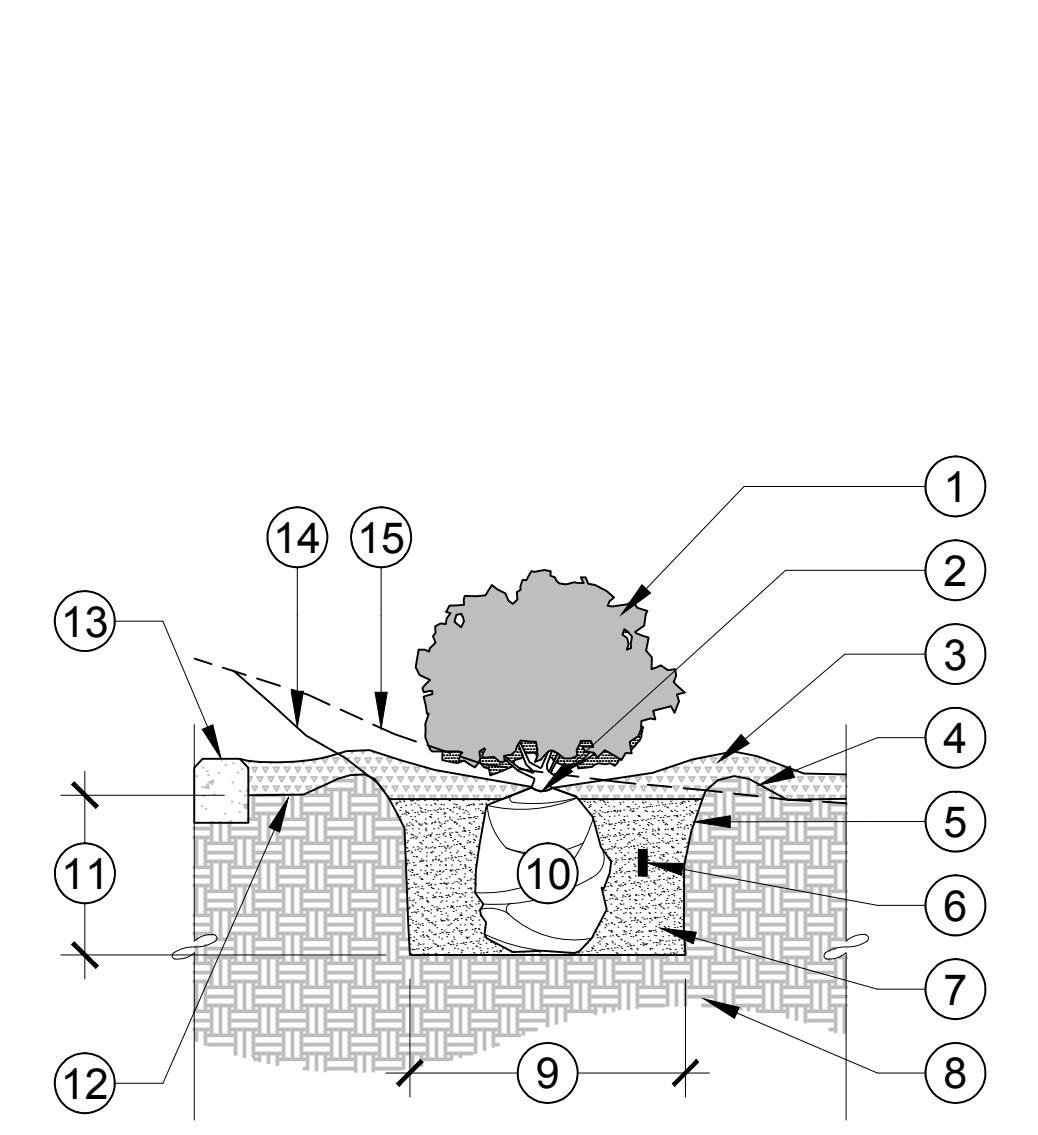
C. INSTALL PARALLEL TO WALKS & CURBS.

D. DO NOT ENCIRCLE TREE IF POSSIBLE.

E. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.



**B ROOT BARRIER SECTION** SCALE: 1/4"=1'-0"



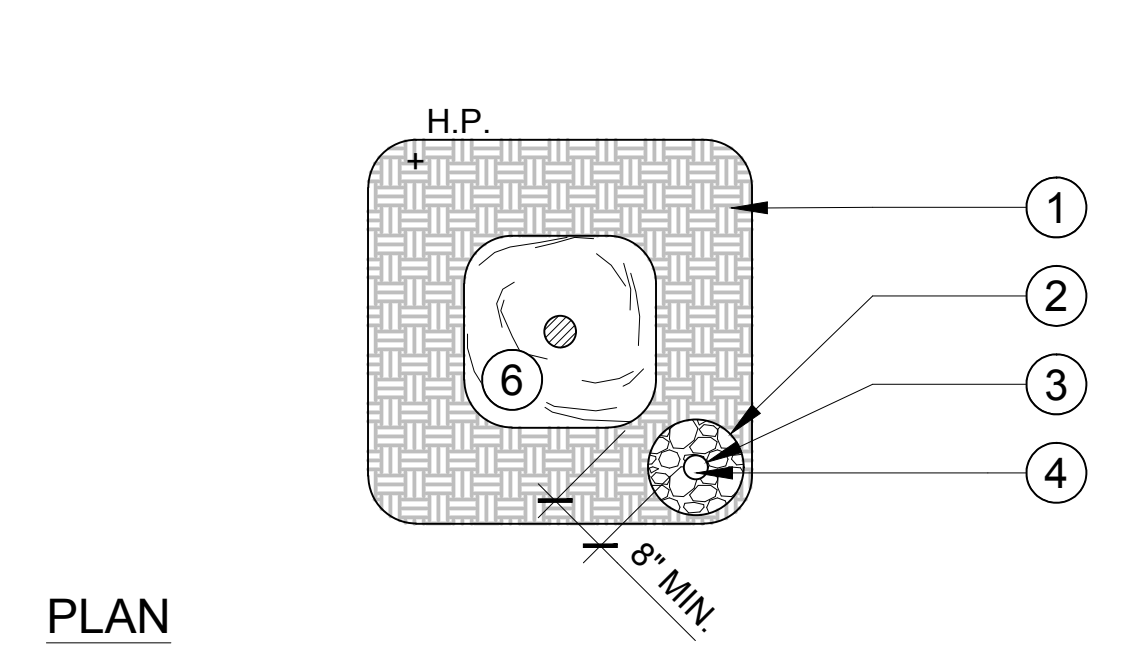
- LEGEND**
- ① SHRUB
  - ② SHRUB CROWN (1" ABOVE FINISH GRADE)
  - ③ MULCH, REFER TO SPECS. & PLANTING NOTES FOR DEPTH & TYPE
  - ④ 4" HIGH WATERING BERM ALL AROUND
  - ⑤ PLANT PIT W/ ROUGHENED SIDES
  - ⑥ PLANT TABLETS (3" BELOW GRADE)
  - ⑦ AMENDED BACKFILL MIX (PUDDLE & SETTLE)
  - ⑧ TOPSOIL AND SUBGRADE PER CIVIL PLANS
  - ⑨ 2X ROOTBALL DIAMETER MIN.
  - ⑩ ROOTBALL
  - ⑪ DEPTH OF ROOTBALL
  - ⑫ SET FINISH GRADE EQUAL TO THE DEPTH OF MULCH BELOW FINISH SURFACE OF PAVING (WHERE APPLICABLE)
  - ⑬ CURB OR PAVING (WHERE APPLICABLE)
  - ⑭ NEW FINISH GRADE AT SLOPE (WHERE APPLICABLE)
  - ⑮ EXISTING FINISH GRADE AT SLOPE (WHERE APPLICABLE)

**NOTES:**

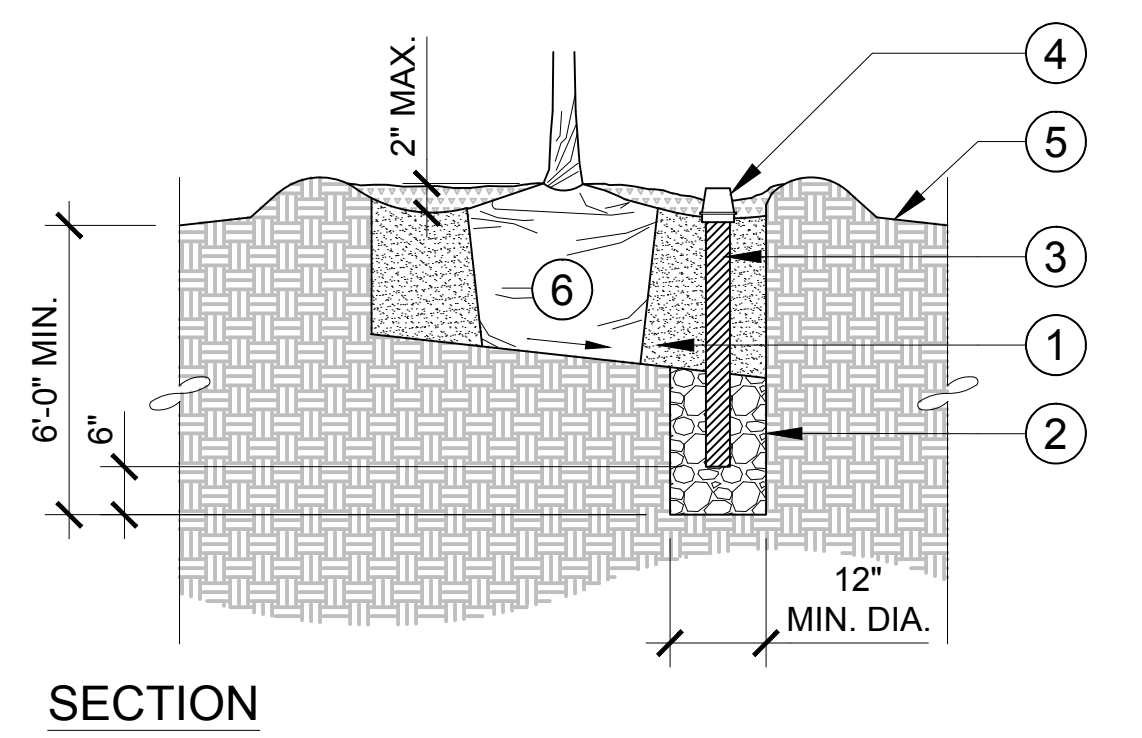
A. REFER TO NOTES AND LEGEND, SHEET LP- 2.0 FOR PLANTING PROCEDURES AND ADDITIONAL INFORMATION.

B. REMOVE FROM BOX WITH AS LITTLE DISTURBANCE TO THE ROOTBALL AS POSSIBLE.

**C SHRUB PLANTING SECTION** SCALE: N.T.S.



- LEGEND**
- ① BACKFILL MIX
  - ② GRAVEL FILL AROUND PIPE
  - ③ 4" DIA PERFORATED PIPE WITH FILTER SOCK (LENGTH AS REQUIRED)
  - ④ PLASTIC ATRIUM DRAIN GRATE
  - ⑤ FINISH GRADE
  - ⑥ UNDISTURBED ROOTBALL



**NOTES:**

A. EXTEND PERFORATED PIPE BELOW BOTTOM OF ROOTBALL. SLANT BOTTOM OF PLANTER PIT TO ALLOW ACCUMULATED WATER TO COLLECT AT BASE OF PERFORATED PIPE. SIPHON OFF AS REQUIRED TO PREVENT ROOT ROT.

B. DO NOT FILL PERFORATED PIPE WITH GRAVEL.

**D TREE OBSERVATION TUBE DETAIL SECTION** SCALE: N.T.S.

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PLANTING DETAILS  
LP-3.0  
OCEANO, CA

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## Oceano Solutions for Stormwater

**Project Background**  
 Oceano experiences nuisance flooding in localized areas. Urbanization led to an increase in impervious surfaces (pavement and concrete) and a decrease in the ability of the underlying soil to absorb stormwater runoff. The soils beneath Oceano are extensively sandy, making it a prime location for infiltration projects. Through the process of capturing and infiltrating rainwater, flooding is reduced during small to medium sized storm events.

The Oceano Community Services District (OCSD) obtains their municipal water supply in part from the Santa Maria River Groundwater Basin. In addition to flood abatement, the process of infiltrating rainwater helps to recharge this ground water supply, rather than allowing it to wash into Arroyo Grande Creek and the Pacific Ocean.

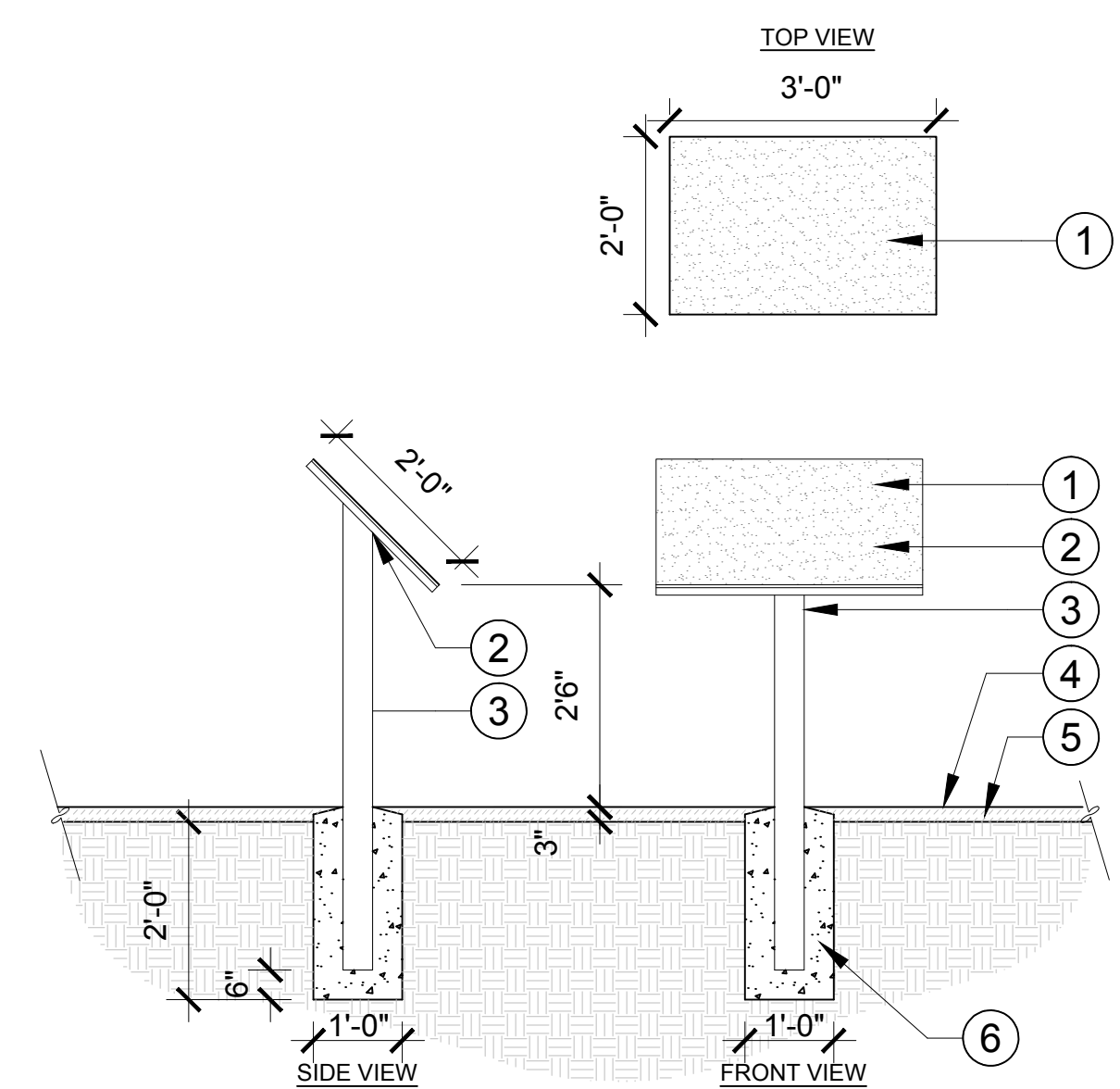
**Street Improvements**  
 Bioretention tree planters installed as a part of the project along Paso Robles Street and 19th Street allow stormwater runoff from the roadway to be collected, treated through natural systems and infiltrated back into the ground.

Rather than replacing concrete sidewalk removed for the project, pervious pavers were selected to allow rainwater to infiltrate into the soils below.

**Infiltration Gallery**  
 An infiltration gallery is a series of open chambers that collect rainwater and hold it underground until it infiltrates through the underlying soils. This water recharges groundwater basins and helps secure a clean water supply.

This location at the Oceano Elementary School was chosen due to the ability to capture and divert stormwater runoff from an over 11 acre watershed into the infiltration gallery. The gallery has a holding capacity of approximately 180,000 gallons of water. Based on the average local rainfall, an estimated 2,900,000 gallons of water per year will be infiltrated at this site.

Funding for this project has been provided in part under the Proposition 1 - the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.

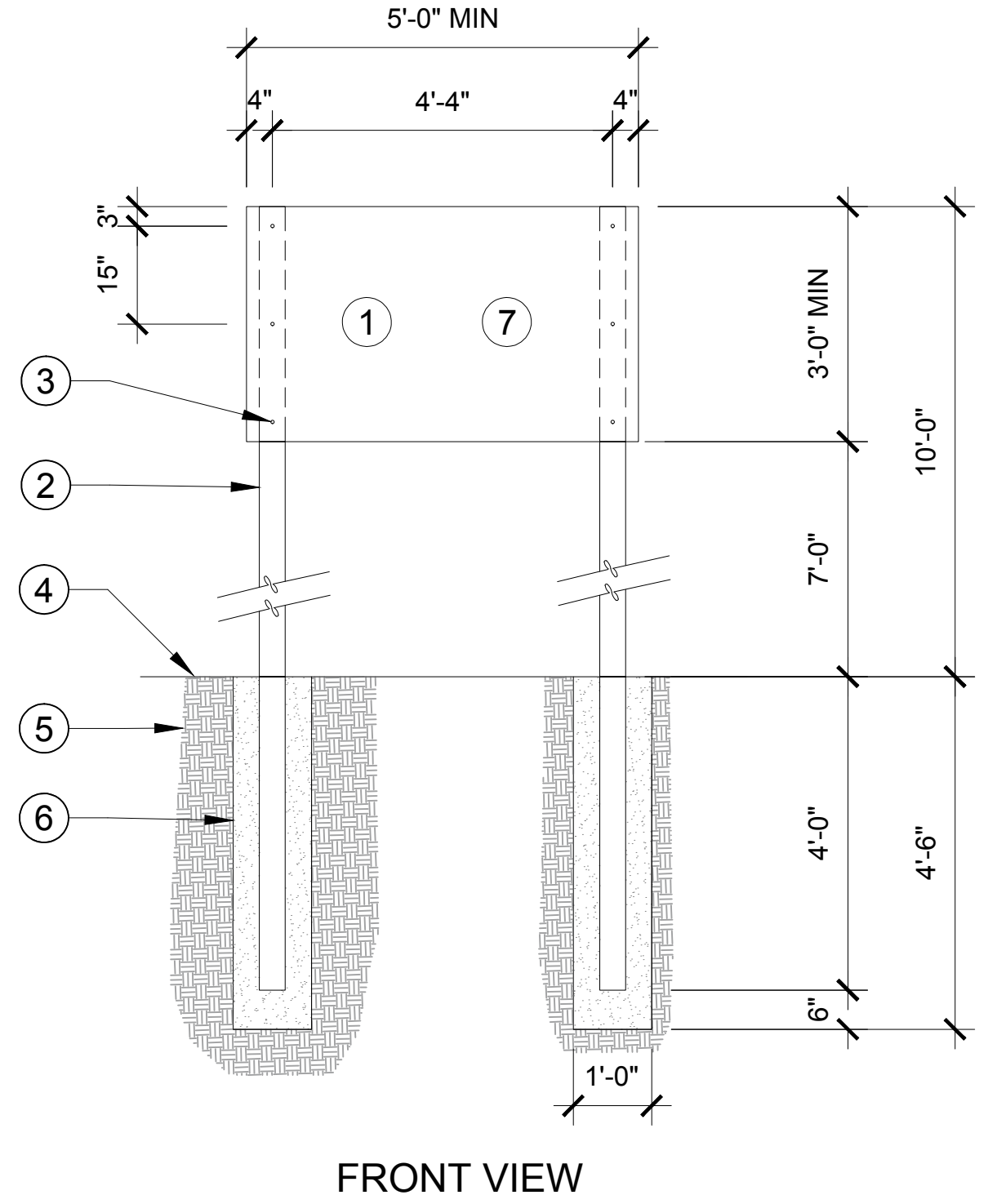


- LEGEND**
- ① COLOR INTERPRETIVE GRAPHIC PANEL ON A 1/2" THICK DURAREADER, EXTERIOR GRADE HIGH PRESSURE LAMINATE PANEL, MATTE FINISH
  - ② 45 DEGREE MOUNTING PLATE (16" x 20")
  - ③ SINGLE POST EXHIBIT BASE, POWDER COAT BLACK
  - ④ FINISH SURFACE
  - ⑤ 3" LAYER MULCH
  - ⑥ 12" DIAMETER CONCRETE FOOTING
- NOTES:**
1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INCLUDING FASTENERS AND SAMPLES OF MATERIALS TO BE USED.
  2. LANDSCAPE ARCHITECT SHALL PROVIDE COLOR GRAPHICS FOR THE SIGN TO THE CONTRACTOR UPON REQUEST. REFER TO DETAIL A, THIS SHEET.
  3. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR ANOTHER NON-GLARE FINISH.
  4. VERTICALLY DISPLAYED SIGNS MUST BE LEGIBLE AS DEPENDENT ON THE CONTRAST, REFLECTIVITY, LIGHTING, ANGLE OF VISION, AND SIZE.

**MANUFACTURER INFORMATION:**  
 IZONE IMAGING  
 WEBSITE: IZONEIMAGING.COM  
 PHONE: (254) 778-0722

**A INTERPRETIVE SIGNAGE GRAPHIC** SCALE: N.T.S.

**B INTERPRETIVE SIGN SECTION** SCALE: N.T.S.



- LEGEND**
- ① PRESSURE TREATED PLYWOOD, 3/4" THICK, EXTERIOR, GRADE B. PAINT FRONT AND BACK WITH ONE COAT OF WHITE PRIMER AND TWO COATS OF GLOSS BLACK ENAMEL.
  - ② 4X4 PRESSURE TREATED DOUGLAS FIR POST
  - ③ 1/2" x 5" LAG BOLT WITH WASHER, 6 REQUIRED. DRILL PILOT HOLES INTO POST, TYPICAL
  - ④ FINISH GRADE
  - ⑤ NATIVE SOIL
  - ⑥ CLASS 4 AGGREGATE COMPACTED TO 90% RELATIVE COMPACTION TO EXTEND 6" BELOW POST.
  - ⑦ SIGN GRAPHIC TO BE PRINTED ON RIGID WEATHERPROOF BACKING AND ATTACHED TO PLYWOOD WITH 1/2" GALVANIZED STEEL WOOD SCREWS. REFER TO DETAIL C, THIS SHEET FOR SIGN GRAPHIC.

**C CONSTRUCTION SIGNAGE GRAPHIC** SCALE: N.T.S.

**D CONSTRUCTION SIGN SECTION** SCALE: 1/2" = 1'-0"

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b) Type 2 Mulch (rock, gravel, or cobble) shall be pebble, or cobble in the size specified in the Contract Documents. Type 2 Mulch shall comply with the requirements specified in Section 200-1.7.

Perennial Sorrel and/or Bromegrass.

a reduction or addition in cost shall be adjusted in the contract cost.

equal.

800-1.3 Seed. DELETE in its entirety and SUBSTITUTE with the following:

1. Seed shall be fresh, clean, new crop seed, and mechanically premixed to the specified proportions.
2. Seed shall be delivered to the Work site in original unopened containers bearing the dealer's "Guaranteed Analysis", germination percentage, and a certificate, stamp, or release by a County Agricultural Commissioner. Any seed tagged "Warning, Hold for Inspection" shall be inspected and released by the Agricultural Commissioner of the County within which the seeds are to be planted.
3. All seed used for lawn, erosion control, or other planting specified on the Plans or listed in the specifications shall be furnished in labeled and sealed standard containers with duplicate signed copies of a statement from the vendor certifying that each container of seed delivered is fully labeled in accordance with the California State Agricultural Code stating the certified percent of purity and germination.
4. Seed which has become wet, moldy, or otherwise damaged in transit or storage shall not be accepted.
5. Custom seed blends shall have the Project name printed on the seed tag. Prior to the start of any seeding operation, custom seed blends shall be inspected and approved by the Engineer once delivered to the Site.
6. Turf Seed Species: Turf seed species shall be Whittet- Kukuyu manufactured by Stover Seed Company, located at 9180 San Fernando Road, Sun Valley, CA 91352, www.stoverseed.com, or approved equal.
7. Seed shall have 95% minimum purity and 80% minimum germination.

4. All plants shall equal or exceed any measurements specified and shall be supplied from the source indicated when a source is specified.
5. Tree trunks shall be sturdy and well "hardened off".
6. Plants shall have normal well-developed branch systems and vigorous and fibrous roots systems which are neither root nor pot bound and are free of kinked or girdling roots.
7. Other than the normal side pruning during the growth period, pruning shall not be done prior to inspection at the nursery. At no time shall the plant materials be pruned, trimmed, or topped prior to delivery, and any alteration on the site of their shape shall be conducted only with the approval and in the presence of a certified arborist.
8. The scientific and common names of plants specified shall conform to the approved names given in the "Western Garden Book" published by Sunset Publishing, Menlo Park, CA.
9. When delivered on site, each group of plant materials shall be labeled clearly from the nursery source as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a proper plant patent attached. Any plants which are not labeled or are not as indicated on the Plans and Specifications shall be rejected and shall be removed from the site immediately.

14. Container stock: Shall have grown in containers for at least six (6) months and through one (1) full growing season, but not over two (2) years. Samples shall be shown to prove that no girdled roots, circled roots, and/or root-bound conditions are present. Any such trees or shrubs shall be deemed as not acceptable. All container plants or trees that have a cracked or broken rootball when taken from the container shall not be planted except on special approval from the District or the Architect.
15. Root condition: The Architect reserves the right to inspect root condition of any species, particularly those grown from seed, and if found defective, to reject the plants represented by the defective sample.
16. Protection: All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, and from all other injury. All plants determined by the Architect or District to be wilted, burned, or dried out, may be rejected at any time, whether in the ground or not. All plants shall be handled solely by their containers and all plants that have been handled by the stem or trunk shall be rejected, and removed from the site immediately. The Contractor's on-site plant storage area shall be approved by the General Contractor prior to the delivery of any plant materials.

b) Root barrier shall have the following characteristics:

Property	ASTM	Value
Tensile Stress Yield	ASTM 638	3800 PSI
Elongation @ Break%	ASTM D638	10% (varies by product length)
Tensile Modulus	ASTM D638	155,000 PSI
Notched Izod Impact	ASTM D256A	0,4-4,0 (varies by product length)
Flexural Modulus	ASTM D790	145,000 PSI (varies by product length)
Hardness Shore	ASTM D2240	P66 (varies by product length)

2. Installation:

- a) Install root barrier as per manufacturer's recommendations.
- b) Root barrier shall be installed where trees are planted within five-feet (5') of paving or other hardscape elements or wet utilities (such as walls, curbs, walkways, etc.).
- c) Root barrier shall be aligned vertically and run in a linear fashion, along and directly adjacent to paving or other hardscape elements or wet utilities to be protected.
- d) Install root barrier along the edge of paving or hardscape element for a distance of 10 feet (10') in each direction from the tree trunk, for a total of twenty-feet (20') per affected tree. Where trees are closer than ten-feet (10') apart, a single continuous piece of root barrier shall be used. The Engineer may allow for alterations to the root barrier in order to accommodate necessary root locations based upon an arborist report.
- e) Root barrier shall not surround root ball of tree at any time except where trees are surrounded by paving (as in courtyard tree groves).
- f) Tops of root barriers are to be 1/2" above finish grade of soil, with no portion visible above mulch.
- g) Do not damage root barrier during construction activities.
- h) Fasten root barrier panels together at splices with zipper joining system

800-1.4.1 General. DELETE in its entirety and SUBSTITUTE with the following:

1. Plants shall be inspected and approved by the Engineer prior to planting at the time of arrival to the job site. Prior to 15 Working Days before installation, the contractor shall submit photos of all proposed plants to be used in accordance with 3-8.1.1, "Landscape Submittals".
2. Plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pests, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.
3. Plant materials shall not contain any deleterious, obnoxious, or invasive weeds such as (not all inclusive): Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimbwill, Canada Thistle, Bindweed, Bentgrass, Wild Garlic, Ground Ivy,

10. Inspection of plant materials: Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work for size, variety, condition, latent defects and injuries. Rejected plants shall be removed from the project site immediately.
11. Inspection of plant materials required by District, county, state, and/or federal authorities, and/or other regulatory agencies, shall be the responsibility of the Contractor. When necessary, the Contractor shall have secured permits or certificates prior to delivery of plants at site.
12. Rejection and substitution: All plants not conforming to the requirements herein specified and/or as indicated on the drawings shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and be immediately removed from the site of the work and replaced with acceptable plant materials. Under no condition will there be any substitution of plant species, variety, or reduced size for those listed on the accompanying drawings, except with the express written consent of the Landscape Architect.
13. Right to changes: The Architect reserves the right to change the plant species, plant variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid. The Contractor shall be notified in writing sixty (60) days before the planting operation has commenced. Field changes to the plant species, plant variety, and/or sizes of plant material might be required due to current availability and shall be coordinated with the Architect and District. Changes in the size and/or variety of any plant to be furnished which involves

800-1.4.2 Trees. ADD the following:

1. Trees shall have a uniform trunk taper from the base of the tree, continuing up the main leader. Palms shall be un-skinned unless specified otherwise.
2. Trees with naturally occurring central leaders shall remain un-pruned or unaltered from the nursery.

800-1.5.4 Tree Ties.

1. Tree ties shall be manufactured of virgin flexible vinyl meeting ASTM-D412 standards for tensile and elongation strength. Material shall be black or ultraviolet resistance.
2. Tree ties shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage.
3. Tree ties shall elongate with the tree growth and shall prevent damage to the tree.
4. Tree ties shall be "Cinch Tie" or approved equal.

ADD:

800-1.7 Tree Root Barrier.

1. Product:
  - a) Polyethylene (0.08 inch thick) or polypropylene (2.032 - 2.16 mm thick), with self-locking joiners, 1/2" raised 90 degree molded root deflecting ribs, ground lock tabs, double top edge, UV inhibitors. Use 24" barrier unless otherwise stated. Root barrier by Deep Root, 101 Montgomery Street, Suite 2850, San Francisco, CA 94104, 415-781-9700, or approved

ADD:

800-1.8 Landscape Filter Fabric.

1. Product:

- a) Geotextile filter fabric shall be a nonwoven geotextile composed of polypropylene fibers, formed into a stable network such that fibers retain their relative position.
- b) Geotextile filter fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.



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5. Take every precaution to protect and avoid damage to new and existing sprinkler heads, irrigation lines, and other underground utilities during grading and conditioning operations.
6. Finish grades shall be acceptable to Engineer before planting operations begin.
7. Finish grade shall ensure positive drainage of the site with all surface drainage away from buildings, other structures, and walls with flow towards storm drains and catch basins.
8. General planting areas shall be graded with no less than 2 percent surface slope for positive drainage.
9. Sports Field turf areas (softball fields, baseball fields and multi-purpose fields) shall be graded with a 1.5% minimum and 2% maximum surface slope for positive drainage unless indicated otherwise on the drawings. Sports Fields shall be laser graded in accordance with the Sports Turf Managers Association pamphlet "Laser Grading Sports Fields" available at www.STMA.org.
10. Compact blended planting soil to 80 percent minimum to 85 percent maximum of maximum Standard Proctor density according to ASTM D 698 unless otherwise shown on Plans.
11. The finish grade adjacent to paving, curbs, or headers shall be 1/2 inch (12.7 mm) in lawn areas and 3 inches (76.2 mm) in shrub and groundcover areas.

801-4.1 General. DELETE in its entirety and SUBSTITUTE with the following:

1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally acceptable practice.
2. The types, sizes, and quantities of plant materials shall be as specified in the Special Provisions or shown on the Plans.
3. All plants shall be reviewed and approved prior to planting, including plants previously approved at the nursery. The contractor shall be responsible for the condition of all plants, planted or otherwise, until the completion of the Work.
4. Planting shall be performed with materials, equipment, and procedures favorable to the optimum growth of the plants and in compliance with these procedures.
5. Except as noted for specimen planting, all planting shall follow the completion of the irrigation system.
6. Soil shall be fertilized and all soil leaching completed prior to planting per the recommendations of the soil analysis results.
7. Application of the pesticides and herbicides shall be as specified in the Special Provisions.

801-4.3 Layout and Plant Location. DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to planting, perform a detailed layout within the planting areas to be approved by the Engineer.
2. The first row of plants in areas designated for center-to-center spacing of plants shall be located at one-half of designated

- spacing from the edge of the area unless specified otherwise on the Plans or Special Provisions.
3. Plants shall be located to prevent irrigation blockage.
4. Layout of trees: All trees 24" box size and larger (including any specimen bareroot palms) shall be placed in the landscape per the direction of the Architect prior to installation of irrigation system. The trees shall then be moved so that planting holes can be excavated and amended. The trees shall then be installed in their respective holes and positioned in the holes per direction of the Architect.
5. Layout of planting: Locations shall be approved by the Architect. All container plants shall be set by the Contractor in their final location in their respective containers prior to digging holes and/or planting. All plant locations shall be checked for possible interference with existing underground utility lines.

801-4.5 Tree and Shrub Planting. DELETE in its entirety and SUBSTITUTE with the following:

1. Planting holes shall be the depth of and twice the width of the plant container or ball and shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.
2. Plant holes shall not be augured. This produces a smooth wall that deters lateral root growth. Smooth edges shall be scarified prior to planting.
3. Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
6. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7. Excavation shall include the stripping and stacking of all acceptable soil encountered within the areas to be excavated for plant pits and planting beds. Protect all areas that are to be trucked over and upon which soil is to be temporarily stacked pending its re-use for the filling of holes, pits, and beds.
8. Maintain supervision of excavations during working hours.
9. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
10. Subsoil and topsoil removed from excavations may be used as planting soil. Amend any excavated soils per the soils report prior to use.

11. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
12. Hardpan Layer: Drill 6-inch diameter holes, 24-inches apart, into free draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
13. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
14. Fill excavations with water and allow to percolate away before positioning trees and shrubs.
15. Containers shall be removed in such a manner that the roots are not injured. Balled plant wrappings shall be loosened or cut back after the plant is positioned in the planting hole.
16. The native soil at the bottom and sides of planting holes shall be scarified.
17. Prepared backfill mix for shrub planting shall consist of 20% to 40% by volume of Type 1, 2, or 3 organic soil amendments mixed with native soil, depending on soil conditions at each site, as approved by the Engineer. On projects requiring soil analysis of native soil, backfill mix shall be determined by the recommendation of the soil analysis results and as approved by the Engineer.
18. Planting installation shall conform to the following requirements:
  - a) The bottom of the planting pit shall be compacted.
  - b) Carefully remove root ball from container without damaging root ball or plant.
  - c) Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
  - d) The plant shall be set at the approximate center of the hole and plumb so that the crown of the plant is 1 inch (25.4 mm) above finish grade.
  - e) Backfill shall be added in 6-inch (152.4 mm) lifts and shall be hand tamped to finish grade.
  - f) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  - g) Use planting soil with the heretofore specified amendments for backfill.
  - h) Do not cover the top of the rootball with backfill soil, which might create soil interface conflicts and inhibit aeration and gaseous exchange.
  - i) The backfill shall be thoroughly water-settled and additional backfill added to fill any remaining void below finish grade.
  - j) After the water has drained, the specified number of fertilizer tablets shall be placed in the planting hole in the presence of the Engineer. Place planting tablets in each planting pit when pit is approximately one half filled; in amounts recommended

- in this specification. Place tablets beside the root ball about 1-inch from root tips; do not place tablets in bottom of the hole.
- k) Except within tree grates, a circular watering basin shall be constructed at the edge of the tree planting pit. The basin berm shall be 4 inches (101.6 mm) high. The bottom of the basin shall be at approximate finish grade or slightly lower. The specified mulch shall be spread at least 3 inches (76.2 mm) thick in the basin leaving 3 inches (76.2 mm) of clearance around the base of shrubs and 4 inches (101.6 mm) at tree trunks.
  - l) When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
19. Basins of planted container material shall not be planted or seeded.
20. After planting, the plant shall be plumb, with the root crown 1 inch (25.4 mm) above finish grade.
21. Soil moisture level in planting areas at time of planting shall be no less than horticulturally acceptable. The Contractor shall request approval of moisture, and if found to be insufficient for planting, the planting pits shall be filled with water and allowed to drain before starting any planting operations.
22. Create rootball drainage for all boxed trees by removing the bottom of the box before planting or cutting drainage holes in the bottom of the box, or separating the boards on the bottom after planting, or other approved method.
23. The Contractor shall be responsible for all surface and subsurface drainage required which may affect his / her guarantee of the trees, shrubs, ornamental grasses and vines.

801-4.6.1 Method "A" Tree Staking. DELETE in its entirety and SUBSTITUTE with the following:

801-4.6.1 Tree Staking.

1. Trees shall be staked with the type and length of stake in accordance with 800- 1.5.3, "Tree Stakes". Tree ties shall be in accordance with 800-1.5.4, "Tree Ties".
2. All trees and any other plants indicated on the plans shall be staked per detail.
3. Stakes shall be driven into the ground of the windward side of the tree. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree bark, tree roots or root ball.
4. Tree ties shall be wrapped around the tree trunk and the stake, twisting to form a figure-eight. The tree ties shall be long enough to provide for 3-inches of slack to permit the tree trunk limited movement in any direction. Secure the tree tie with the double-back locking configuration.
5. Secure each tree tie with one galvanized nail driven through the tree tie and into the stake to prevent slippage (see Drawings).



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THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. ALL DESIGN AND INFORMATION ON THESE DRAWINGS ARE FOR USE OF THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CANNON.

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LANDSCAPE SPECIFICATIONS LS-6.0 OCEANO, CA		
DRAWN BY DJ	DATE 5/19/2023	CA JOB NO. 210534
CHECKED BY	SCALE	SHEET 27 OF 29



6. The staking shall be accomplished by the Contractor in such a manner as to ensure the proper and healthy growth and the safety of the plants, property, and the public.

7. Except at tree grates, install Redwood Cross Brace (1" x 4" x 36") between the two stakes on the windward side at each tree. Secure brace to stakes with (4)-6d galvanized nails. Refer to SLO County Public Works Tree Planting Detail M-5.

801-4.8.2 Seed. ADD the following:

1. Turf Seed application rate shall be 2 lbs per 1000 square feet.

To paragraph (2), subsection "a", "Method A", ADD the following:

The soil shall be moist for a depth of 6 inches (152.4 mm) before planting. If not, prior to planting the soil shall be watered to a depth of 8 inches (203.2 mm) and allowed to dry out to the point soil is moist and shall support labor and equipment without damage or undue compaction to soil and finish grade.

801-5.1 General. To paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The contractor shall be responsible for furnishing the labor and materials for the utility connections. Utility connections shall be as shown on the Plan or designated by the utility company.

ADD the following:

1. The installation of the irrigation system shall be in accordance with the manufacturer's instructions unless specified otherwise.

801-5.2 Trench Excavation and Backfill. DELETE in its entirety and SUBSTITUTE with the following:

1. Trenches and other excavations shall be sized to accommodate the irrigation system components, conduit, and other required facilities. Additional space shall be provided to assure proper installation and access for inspection.
2. The bottom of trenches shall be true to grade and free of protruding stones, roots, or other matter which would prevent proper bedding of pipe or other facilities.
3. Trenches and excavations shall be backfilled so that the specified thickness of topsoil is restored to the upper part of the trench. Backfill shall be jetted in accordance with 306-12.4, "Jetted Trench Backfill". Other methods of compacting backfill may be approved by the District.

801-5.3.1 General. To paragraph (2), sentence (2), DELETE in its entirety and SUBSTITUTE with the following:

The pipe shall be surrounded with SE 50 plaster or mortar sand material per 200-1.5.5, "Sand Gradations".

To Paragraph (3), ADD the following:

Irrigation mainlines, valves, and supporting equipment shall be located in the planting areas. Unless otherwise specified no parallel pressure pipelines shall be installed within 1 foot (0.3 m) of each other.

801-5.3.3 Plastic Pipeline. ADD the following:

4. Tees shall be installed horizontally at the connection with the main line.

801-5.3.4 Brass Pipeline. ADD the following:

1. Brass pipe shall have a straight butt square edge with all burrs and fins removed.

801-5.4 Installation of Valves, Valve boxes, and Special Equipment. DELETE in its entirety and SUBSTITUTE with the following:

1. All irrigation equipment, except sprinkler heads and bubblers, shall be located a minimum of 10 feet (3 m) away from all tree locations. All irrigation equipment, except sprinkler heads and bubblers, shall be placed in shrub beds unless otherwise specified.
2. Valves and other equipment shall be installed in a normal upright position unless otherwise recommended by the manufacturer, and shall be readily accessible for operation, maintenance, and replacement.
3. Valves shall be the same size as the mainline pipe in which they are to serve unless otherwise shown on the Plans.
4. Quick coupler valves shall be 12 inch (304.8 mm) from curbs, pavement, and walks. In ground cover and shrubbery areas, quick coupler valves shall be set flush with finish grade of mulch or grass.

801-5.5.1 General. DELETE in its entirety and SUBSTITUTE with the following:

1. Mains and laterals, including risers, shall be flushed and pressure tested before installing swing joints and sprinkler heads, after which a water coverage test shall be performed.

801-5.7.2.1 General. DELETE in its entirety and SUBSTITUTE with the following:

1. Pressure testing for leakage shall be performed on newly installed supply lines, pressure mains, and laterals.
2. Pressure testing shall be done with all in-line isolation valves, manifold isolation valves, quick coupling valves and remote-control valves installed. All gate valves and globe valves shall be completely open. Remote-control valves shall be completely open with the outlet side capped off.
3. Irrigation lateral line testing (downstream of the control valve) shall be done with all solvent weld fittings in place. Connections for sprinkler head assemblies (swing joint assemblies) shall be capped.
4. Pipelines installed by trenching and backfilling and pipelines which are completely visible after installation shall be tested in accordance with 801-5.7.2.2, "Pipeline Pressure Test Method."
5. Backfilling of trenches shall not occur prior to pressure testing. Center loading of the pipes is allowed provided all joints are

completely exposed for observation.

801-5.7.2.2 Method A. DELETE in its entirety and SUBSTITUTE with the following:

801-5.7.2.2 Pipeline Pressure Test Method.

1. Pressure testing for leakage shall conform to the following procedure:

- a) Notify the Engineer at least 24 hours prior to performing a pressure test. Pressure tests shall be performed such that the test periods are within the working hours specified in the Special Provisions. The Engineer shall observe each pressure test.
- b) Before any portion of the pipeline on the supply side of a control valve is backfilled, water shall be turned on into that portion of the line and maintained at full pressure as described in the table below from the water source for a period of not less than 4 consecutive hours after air has been expelled from the line.
- c) Before any portion of the pipeline on the discharge side of control valve is backfilled, a similar test shall be performed, except the test shall be for a period of 2 hours as described in the table below. Leaks that develop in a tested portion of the system shall be repaired. After the leaks have been repaired, the pressure test shall be repeated. Additional repairs shall be made until no leaks occur.
- d) The constant test pressure shall be as follows:  
**Pressurized Mains** 125 psi (861.8 kPa) 4 hours  
**Non-pressurized Laterals** 100 psi (689.5 kPa) 2 hours

801-5.7.2.3 Method B. DELETE in its entirety.

ADD:

801-5.10 Drip System Components.

1. Drip Pressure Regulating Filter. The pressure regulating filter assembly shall be assembled with components in the details, and per manufacturer's instructions.
2. Drip Air Vacuum Relief Assembly. The drip air vacuum relief valve assembly shall be assembled with components in the details, and per manufacturer's instructions.
3. Drip Flush Valve Assembly. The drip flush valve assembly shall be assembled with components in the details, and per manufacturer's instructions.
4. Dripline, Fittings and Staples. The dripline shall be installed with components in the details, and per manufacturer's instructions.
5. Drip Operation Indicator. The drip operation indicator shall be installed with components in the details, and per manufacturer's instructions.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. DELETE in its entirety and SUBSTITUTE with the following:

1. Maintain all planted areas on the continuous basis as they are completed during the progress of the Work and during the Plant Establishment Period (PEP).
2. Mowing of lawn areas shall be as specified in 801-4.8, "Lawn Planting".
3. Any required pruning of plants shall be designated by the Engineer at the start of the PEP. Perform the pruning as part of the plant establishment Work.
4. After all planting and related Work has been completed in accordance with the Contract Documents, request a pre-maintenance inspection from the Engineer. All Punchlist items shall be completed prior to the start of the PEP.
5. After planting is completed, a field notification shall be issued to establish the effective beginning date of the PEP.
6. The PEP shall be as specified in the table below unless otherwise specified in the Contract Documents.

Permanently Irrigated Plants and Sod Installation	90 Calendar Days
Seed or Stolozized Lawn Areas	120 Calendar Days

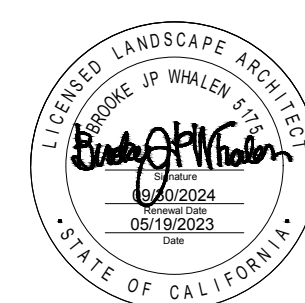
7. Unless otherwise specified, the Resident Engineer and Project Biologist will determine that the PEP has been successfully completed when the following conditions have been met:
  - a) Site is erosion free.
  - b) 100-percent container plant survival.
  - c) Zero-percent weed and invasive plant cover.
  - d) Best Management Practices (BMPs) are in good condition as determined by the Resident Engineer.
8. The PEP shall be extended by the Resident Engineer if additional planting is necessary to achieve the required success criteria above or if other corrective Work becomes necessary.
9. Dead, damaged, unhealthy, and otherwise unsatisfactory plant materials shall be replaced within 2 weeks from the Engineer's notification.
10. Upon completion of the PEP, a final inspection shall be performed by the Engineer. If the PEP is satisfactorily completed ahead of other Work included in the Contract, the maintenance of planted areas shall be continued until all other Work has been completed.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT (Cont.).

1. Maintenance shall be performed weekly or as directed by the Engineer and shall include irrigation inspection and repair, Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 4 weeks in accordance with 801-2.2.2, "Fertilizing and Conditioning Procedures", pest and fungi control, plant replacement, and mulch replenishment.



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# **EXHIBIT F**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**PERFORMANCE AND PAYMENT BONDS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

**PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445  
Attention: General Manager

CONSTRUCTION CONTRACT

Effective Date of Agreement:  
Amount:

Description: Stormwater Capture and Groundwater Recharge Project, Oceano, Ca Contract 2023-01

BOND

Bond Number

Date (Not earlier than Effective Date of Agreement of the Construction Contract):Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers, (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the

Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

- 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:
17. The effective date of this Bond shall be the same date as the Effective Date of the Construction Contract.

**END OF SECTION**



**PAYMENT BOND**

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445  
Attention: General Manager

**CONSTRUCTION CONTRACT**

Effective Date of Agreement:  
Amount:

Description: Stormwater Capture and Groundwater Recharge Project, Oceano, Ca, Contract No. 2023-03

**BOND**

Bond Number:  
Date (*Not earlier than Effective Date of Agreement of the Construction Contract*):  
Amount:  
Modifications to this Bond Form:       None       See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers, (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the

performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1 Claim: A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and
    8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
19. The effective date of this Bond shall be the same date as the Effective Date of the Construction Contract.

**ENDOFSECTION**

# **EXHIBIT G**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**INSURANCE REQUIREMENTS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**



## **INSURANCE REQUIREMENTS**

### INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the District and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the District.

### INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL); Insurance Services Office (ISO) Form CG 0001 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed, operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damages.
3. Worker Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 O1 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.  
*(Not required if Contractor provides written verification it has no employees)*

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status:*

The District, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

#### *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days prior written notice (10 days for non-payment) has been given to the District.

#### *Failure to Maintain Insurance*

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### *Waiver of Subrogation*

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigation, claim administration, and defense expenses within the retention.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.A. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

### *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work;
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years.

### *Separation of Insured's*

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separate of insured's provision with no insured versus insured exclusions or limitation.

### *Verification of Coverage*

Contractor shall furnish the District with original certificates and mandatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to required complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Oceano Community Services District  
P.O. Box 599  
Oceano, CA 93475-0599

### *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### *Special Risks or Circumstances*

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT H**

**OCEANO COMMUNITY SERVICES DISTRICT**

**STORM WATER CAPTURE AND GROUNDWATER RECHARGE PROJECT – 19<sup>TH</sup> STREET**

**RULES GOVERNING PROTESTS**

**FOR**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

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# OCEANO COMMUNITY SERVICES DISTRICT

## Rules Governing Bid Protests And Other Challenges to Awards of Construction Contracts

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The requirements set forth in these “Rules Governing Bid Protests And Other Challenges to Awards of Construction Contracts” (“Rules”) are mandatory and are a Bidder’s sole and exclusive remedy in the event a Bidder desires to challenge, protest or contest the award of any Construction Contract. A Bidder’s failure to comply with these requirements shall constitute a waiver of any right to challenge, protest or contest the award of a Construction Contract in any subsequent proceeding, including but not limited to, the filing of a court action.

A Bidder may not rely upon another Bidder’s compliance with the requirements of these Rules. Any Bidder that does not independently comply with the requirements set forth herein shall be deemed to have waived any right to challenge, protest or contest the award of a Construction Contract.

Nothing in these Rules affects the right of the District to reject all bids at any time prior to the award of a Construction Contract, or for the District to self-perform as provided by Public Contract Code 22038, all of which shall not constitute grounds for a bid protest.

### 1.1 Definitions

- 1.1.1 Bidder - The contractor submitting a bid in response to a District solicitation for bids on a Construction Contract.
- 1.1.2 Protestor - A Bidder who files a Protest in accordance with the provisions of these Rules.
- 1.1.3 Board – Board of Directors of the Oceano Community Services District (hereinafter, also “District”)
- 1.1.4 Construction Contract - Any Construction Contract which is formally or informally advertised for bids in which the District, or will be, a party.
- 1.1.5 Protest – Any challenge, objection, or protest to the award of a Construction Contract to any Bidder.
- 1.1.6 Response – Any response to a Protest that is filed by an Interested

Party in accordance with the provisions of these Rules.

General Manager - The person designated by the Board to assume the powers, duties, and responsibilities conferred under these Rules.

- 1.1.7 Initial Determination – A written notice by the General Manager that notifies a Bidder of the reasons why the General Manager believes that a bid is nonresponsive, or that a Bidder is not a responsible Bidder.
- 1.1.8 Interested Parties - For the purpose of these Rules, Interested Parties are defined as:
  - 1.1.8.1 The District.
  - 1.1.8.2 Any Bidder that filed a Protest or whose bid is the subject of an Initial Determination.
  - 1.1.8.3 Any Bidder whose eligibility for having the Construction Contract awarded to it as a responsible Bidder with the lowest responsive bid would be affected by the outcome of a Protest or Initial Determination.

## 1.2 General Manager's Independent Authority to Determine Bid Responsiveness and Bidder Responsibility.

- 1.2.1 Regardless of whether a Protest is submitted under these Rules, the General Manager is authorized to determine whether any bid is a responsive bid and whether any Bidder is a responsible Bidder. In the event the General Manager issues an Initial Determination, the General Manager shall provide the Interested Parties with written notice of the Initial Determination at least five (5) business days before the General Manager renders a final decision addressing the grounds stated in the Initial Determination. A final decision of the General Manager under this section 1.2 shall be the final decision of the District with no provision for reconsideration or appeal to the Board.
- 1.2.2 The General Manager need not issue an Initial Determination in order to make a final decision on whether a bid is a responsive bid or a Bidder is a responsible Bidder. A final decision can also be issued by the General Manager through the processing of a Protest pursuant to the procedures set forth in these Rules.
- 1.2.3 The General Manager reserves the right to amend or withdraw an Initial Determination at any time before the General Manager renders a final decision addressing the grounds stated in the Initial Determination. When an Initial Determination is withdrawn, it shall have the same effect as if the Initial Determination had never been made.

## 1.3 Basis for Protest

- 1.3.1 Grounds for Protest – The grounds for a Protest may include any grounds a Protestor may have for contesting or challenging the award of a Construction Contract to any Bidder, including but not limited to the following grounds:

- 1.3.1.1 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder's bid is nonresponsive.
- 1.3.1.2 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder is not a responsible Bidder.
- 1.3.1.3 A Protestor objects to a Construction Contract being awarded to the Protestor on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq
- 1.3.1.4 A Protestor objects to a General Manager's Initial Determination issued under section 1.2.1 above.
- 1.3.2 Required Form of Protest - All Protests shall be made in writing, containing the information listed below, and shall be filed with the General Manager. Protests shall contain the following information:
  - 1.3.2.1 The name, address, telephone, facsimile numbers, and email address of the Protestor.
  - 1.3.2.2 The signature of the Protestor or its representative.
  - 1.3.2.3 The bid, solicitation and/or contract number.
  - 1.3.2.4 The Protest must contain a complete statement of all grounds for the Protest, and must refer to the specific portion of the bid documents that are the basis of the Protest. The Protest must set forth all supporting facts and documentation. If Protester believes there are some facts relevant to its Protest that Protester cannot adequately present in writing, Protester must describe such facts in its Protest under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Bid Protester believes it cannot adequately present those facts through documentation.
  - 1.3.2.5 All information establishing that the Protestor is a Bidder for the purpose of filing a Protest.
  - 1.3.2.6 The form of relief requested.

#### 1.4 Protest Requirements and Procedure

- 1.4.1 Standing to Protest - Protests shall be filed only by a Bidder.
- 1.4.2 Time for Filing a Protest
  - 1.4.2.1 Except as provided in sections 1.4.2.2 and 1.4.2.3 below, all Protests must be submitted in writing to the General Manager before 5 p.m. PST of the sixth (6) business day following the date upon which the bids on the Construction Contract were opened.
  - 1.4.2.2 When a Protestor objects to a Construction Contract being awarded to the Protestor on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq, the Protest must be submitted in writing to the General Manager before 5 p.m. PST of the fifth (5) business day following the date upon

which the bids on the Construction Contract were opened pursuant to Public Contract Code Section 5103.

- 1.4.2.3 When the Protestor objects to an Initial Determination made by the General Manager under section 1.2.1 above, the Protest must be submitted in writing to the General Manager before 5 p.m. PST of the fifth (5) business day following the date upon which the Initial Determination was first delivered to Protestor (either electronically or otherwise).
- 1.4.3 Written Responses of Interested Parties - If any Interested Party desires to respond to the Protest, the Response must be submitted in writing to the General Manager within five (5) business days of the date the Protest was first delivered to the Interested Party (either electronically or otherwise). If an Interested Party believes there are some facts relevant to its Response that the Interested Party cannot adequately present in writing, the Interested Party must describe such facts in its Response under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Interested Party believes it cannot adequately present those facts through documentation.
- 1.4.4 Proof of Transmittal - All Protests, Responses, and Replies shall include documentation evidencing that all Interested Parties were concurrently sent a complete copy of the respective Protest, Response or Reply in a manner that would provide all Interested Parties with a complete copy of the respective Protest, Response or Reply no later than one (1) business day after it was sent to the General Manager. The means of transmission chosen must also provide the sending party a means of verifying the date and time the copy was received by each Interested Party. Transmission by email may be an acceptable means of transmittal.
- 1.4.5 No Ex Parte or Unilateral Communications on the Merits of a Protest - No Bidder shall have any written communications regarding the merits of a Protest with the General Manager that are not concurrently sent to all of the other Interested Parties. No Bidder shall have any oral communications regarding the merits of a Protest with the General Manager other than during an oral presentation properly noticed by the General Manager under these Rules.
- 1.4.6 Suspension of Process for Proposed Rejection of all Bids - At any time during the processing of a Protest, the General Manager may elect to indefinitely suspend any further processing of the Protest by providing written notice to all Interested Parties that the General Manager intends to recommend to the Board that all bids be rejected. All time deadlines provided in these Rules shall be tolled during any such suspension period. If the Board decides to not reject all bids, or if the General Manager otherwise decides to lift the suspension, the requirements of these Rules shall be reactivated upon the General Manager providing all Interested Parties with written notice thereof.

## 1.5 Summary Dismissal of Protest

The General Manager may summarily dismiss a protest, or specific protest allegations, at any time that the General Manager determines that the Protest is untimely, frivolous, or without merit; is not submitted in the required form of Protest, as set forth above in section 1.3.2., "Required Form of Protest;" or is submitted by a non-Bidder. In such cases, a notice of summary dismissal will be furnished to the Interested Parties. Such a summary dismissal shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

## 1.6 Decision by the General Manager Based on Written Submissions Only

In reaching a decision on the merits of a Protest, the General Manager may consider relevant documentation submitted by the Protestor and any other Interested Party. If the General Manager wishes to have additional information submitted that was not included in the Protest or in any documentation from other Interested Parties, the General Manager may make a request specifying the information sought and time for submittal. Submissions of additional information that have not been specifically requested by the General Manager may not be considered at the General Manager's sole discretion. If the General Manager does not provide an opportunity for an oral presentation under section 1.7 below, the General Manager will issue a written decision without any oral presentation. . The General Manager's decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

## 1.7 Decision by the General Manager Following Oral Presentation

1.7.1 The General Manager may, at his or her discretion, elect to provide an opportunity for the Protestor and other Interested Parties to make an oral presentation to the General Manager regarding the Protest. In such event, oral presentations shall be conducted in accordance with the following procedure:

1.7.1.1 Notice of Oral Presentation - The General Manager will set a date, time, and place for an oral presentation. Written notice will be sent to Interested Parties not less than five (5) business days in advance of the oral presentation unless it is agreeable to all parties that an earlier date be established. Continuances may be granted by the General Manager for good cause.

1.7.1.2 Guidelines for Oral Presentation - Oral presentations are informal in nature and shall be made by the Protestor or its authorized representative. Technical rules of evidence shall not apply. The General Manager will determine how the oral presentations will be conducted and may set time limits for the presentation. The General Manager may question Interested Parties or provide an opportunity for Interested Parties to make an oral presentation. The General Manager may request additional documentation or information prior to, during or after the oral presentation. Unless



requested by the General Manager, additional documentation or information may not be accepted.

1.7.1.3 Record of Oral Presentation - Any Interested Party may request, and in the General Manager's sole discretion, the General Manager may allow recording of the presentation. If the General Manager allows the presentation to be recorded, the Interested Party requesting that the presentation be recorded must pay the cost of recording, including the costs to make and distribute copies of the recording to the General Manager and other Interested Parties. There shall be no cost to the District.

1.7.1.4 Decisions - The General Manager will issue a written decision within 30 calendar days of the oral presentation; however, the time for issuing the written decision may be extended by the General Manager. A copy of the decision will be furnished to the Interested Parties. The decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

## 1.8 Effect on Contracts

The failure of a District employee or department to comply with the provisions stated in these Rules shall in no way affect the validity of any Construction Contract entered into by the District.

## 1.9 General Manager Decisions on Protests Seeking Relief from a Bidder's Mistake under Public Contract Code Section 5103.

When a Protestor objects to a Construction Contract being awarded to the Bid Protester on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq, a final decision of the General Manager that relieves the Protestor of its bid on the grounds of mistake must be approved by the Board before it can become a final decision of the District. Any other final decision of the General Manager regarding a Protestor's request to be relieved of its bid on the grounds of mistake under Public Contract Code Sections 5100 et seq, shall be the final decision of the District with no provision for reconsideration or appeal to the Board.